

## **Utility Advisory Commission Regular Meeting**

### **Agenda**

Thursday, January 7, 2021

7:00 pm – Gardner City Hall Council Chambers

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC COMMENT**

#### **CONSENT AGENDA**

1. Standing approval of the minutes as written for the December 3, 2020 meeting of the Utility Advisory Commission.

#### **NEW BUSINESS**

1. Consider election of a Chairperson and a Vice-Chairperson of the Commission.
2. Consider a recommendation to the City Council to award a contract for the Belt Press Replacement at Kill Creek WRRF, Project No. WW1901.

#### **DISCUSSION ITEMS**

1. Project Update- Hillsdale Water Treatment Plant Expansion.
2. Electric Outage Report for 4<sup>th</sup> Quarter, 2020.
3. Wastewater Collection Repairs Report for 4<sup>th</sup> Quarter, 2020.
4. Water Distribution Repairs Report for 4<sup>th</sup> Quarter, 2020.

#### **OTHER BUSINESS**

#### **ADJOURNMENT**

**UTILITIES ADVISORY COMMISSION STAFF REPORT CONSENT AGENDA ITEM #1**  
**MEETING DATE: JANUARY 7, 2021**  
**STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:** Standing approval of the minutes as written for the December 3, 2020 meeting of the Utilities Advisory Commission.

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**Background:**

The draft minutes for the December 3, 2020 Utilities Advisory Commission meeting are attached.

**Staff Recommendation:**

Staff recommends approval of the minutes for the December 3, 2020 meeting of the Utilities Advisory Commission.

**Attachments:**

- Draft minutes of the December 3, 2020 Utilities Advisory Commission meeting.

**RECORD OF PROCEEDINGS  
OF THE UTILITY ADVISORY COMMISSION  
GARDNER, KANSAS**

Page No. 2020-26  
December 3, 2020

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on December 3, 2020, at City Hall. Present were Chairman Gary Williams, Commissioner Barbara Coleman, Utilities Department Director Gonzalo Garcia and Administrative Assistant Erin Groh. Vice-Chairman Kristina Harrison, Commissioner Bryce Augustine and Commissioner Jake Wells were not in attendance.

**CALL TO ORDER**

The meeting was called to order at 7:00 p.m. by Chairman Gary Williams.

**PLEDGE OF ALLEGIANCE**

**ADJOURNMENT**

Due to a lack of quorum, the meeting adjourned. Motion by Chairman Williams to adjourn the meeting at 7:02 p.m.

/s/ Erin Groh

Utilities Department Administrative Assistant

**UTILITY ADVISORY COMMISSION STAFF REPORT**

**NEW BUSINESS ITEM #1**

**MEETING DATE: JANUARY 7, 2021**

**STAFF CONTACT: GONZALO GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:** Consider election of a Chairperson and a Vice-Chairperson of the Commission.

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**Background:**

Section 2 (f), "Officers," of Ordinance No. 2474 states, "The Commission by majority vote shall elect from among its Members a Chairperson who shall preside over the meetings of the Board, and a Vice-Chairperson who shall act for the Chairperson during absences. Election of officers shall be held annually at the first regular meeting of the calendar year. No member shall serve for more than two consecutive terms as an officer."

Staff recommends that the Commission proceed with the annual election of officers.

**Staff Recommendation:**

Elect a Chairperson and a Vice-Chairperson of the Commission.

## UTILITY ADVISORY COMMISSION

### STAFF REPORT

### NEW BUSINESS ITEM #2

**MEETING DATE:** JANUARY 7, 2021

**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR

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**AGENDA ITEM:** Consider a recommendation to the City Council to award a contract for the Belt Press Replacement at Kill Creek WRRF, Project No. WW1901.

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#### **Background:**

The Kill Creek Water Resource Recovery Facility has been in operation for approximately 20 years. The facility has aerobic digesters that allow organics and inorganics to grow and accumulate. The remaining solid within the sludge are composed of inert organic compounds that are processed thru the belt press for dewatering prior to being loaded onto a truck for disposal.

The current belt press used for dewatering the bio-sludge was purchased as a used refurbished piece of equipment and currently has approximately 30 years of use. This is well past the useful life for this type of equipment.

In replacing the belt press with a screw type press it will allow for greater dewatering capabilities of the bio-sludge with less maintenance and man-hours to operate this process at the plant. With this in mind, the Utilities Department issued a Request for Proposals for the Belt Press Replacement at Kill Creek WRRF project. This project will improve the efficiency and operation of the overall plant.

#### **Bidding Process:**

The Invitation for Proposals was advertised on the City of Gardner website, Drexel website and The Legal Record, from November 10, 2020 to December 2, 2020. A total of four responses to the request for proposals were received. Three of the four contractors provided bid proposal packages that met the design specifications set forth for the Belt Press Replacement Project.

Utilities staff performed a review of all the proposals including the bid costs, qualifications, equipment specifications, and reference checks.

<b>Contractor</b>	<b>Total Cost</b>
MegaKS Corporation	\$385,000.00
Crossland Heavy Contractors	\$442,000.00
Gunter Construction Co.	\$452,000.00
Garney Companies Inc.	\$514,000.00

#### **Staff and Committee Recommendation:**

Consider a recommendation to the City Council to award a contract to Crossland Heavy Contractors for the Belt Press Replacement at Kill Creek WRRF Project, Project No. WW1901 in an amount not to exceed \$442,000.00 for the Belt Press Replacement at Kill Creek WRRF Project, Project No. WW1901.

**Attachments:**

- Request For Bids
- Crossland Heavy Contractors Bid Proposal

# **City of Gardner Utilities Department**



## **REQUEST FOR PROPOSALS**

**Belt Press Replacement  
At  
Kill Creek Water Resource Recovery Facility  
WW1901**

**November 2020**

Contact Information:

Scott Millholland  
Kill Creek WRRF Superintendent  
(913) 856-0986



## **GARDNER, KANSAS UTILITIES DEPARTMENT**

Electric Administration Building  
1150 E Santa Fe St  
Gardner, KS 66030  
PHONE (913) 856-0980

### **ADDENDUM NO. 1 BELT PRESS REPLACEMENT AT KILL CREEK WRRF PROJECT ID: WW #1901**

Bid Opening: **12:00 PM, December 2, 2020**

The following changes and amendments are made a part of the Contract Documents for the **Belt Press Replacement at Kill Creek WRRF** project. All other items and conditions of the Plans and Contract Documents remain unchanged.

#### **ADDENDA TO THE CONTRACT DOCUMENTS:**

1. MAINTENANCE BOND: Replace pages 52 through 53 in entirety with attached Maintenance Bond document.

#### **CLARIFICATIONS**

1. Pre-approval equal of proposed equipment:

To have additional equipment not listed RFP to be considered a pre-approved equal, please provide documentation listed below to be reviewed. Upon completion of review, documentation will be provided for any of the approved proposed equipment items.

Provide written confirmation that the proposed equipment will meet the following expectations in the Special Conditions sections listed below. Where items differ in the sections below, please submit a side by side comparison showing the items you are requesting to be approved.

- 1.2 References
- 1.4 Warranty
- 1.5 Quality Assurance

#### **2.3 SYSTEM DESIGN REQUIREMENTS:**

- A. Screw Press Minimum Performance Requirements



Type of Sludge	Municipal WAS or Aerobically
Digested	
Feed Solids, % total solids (TS)	1.0% Total Solids or greater
Discharge Solids, % TS	15% Total Solids or higher+ with
polymer addition	
Design Inlet Capacity	560 Dry Lbs. / Hr., not to exceed
105 GPM.	

2.4 Screw Press  
 2.5 DRIVE SYSTEM  
 2.6 FLOCCULATION TANK  
 2.7 MADE-DOWEN POLYMER PUMP  
 2.8 SLUDGE FEED PUMP  
 2.9 INSTRUMENTATION  
 2.10 SPARE PARTS  
 2.11 ANCHOR BOLTS  
 2.12 FINISHES

3.1 INSTALLATION  
 3.2 PERFORMANCE TESTING

## **ATTACHMENTS**

1. Maintenance Bond document.

Dated at Gardner, Kansas this November 18, 2020.

  
 Utilities Manager

**A COPY OF THIS ADDENDUM SHALL BE ATTACHED TO THE PROPOSAL.**

Acknowledge Receipt of Addendum by Bidder:

\_\_\_\_\_  
 Signature of Bidder Date

\_\_\_\_\_  
 Title Company Name

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**INVITATION FOR BIDS  
FOR  
BELT PRESS REPLACEMENT  
AT  
KILL CREEK WATER RESOURCE RECOVERY FACILITY  
PROJECT WW1901**

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<b>Issue Date:</b>	November 10, 2020
<b>Bid Deadline and Opening:</b>	December 2, 2020 at 12:00 PM City of Gardner - Utilities Department 1150 E Santa Fe Street Gardner, KS 66030
<b>Contact:</b>	Ric Gere, Utilities Staff Engineer Phone: 913.568.8123 Email: rgere@gardnerkansas.gov

Description: The City of Gardner is requesting bids from qualified manufacturers and/or distributors for the purpose of providing the removal of existing belt press and installation of screw press equipment used for dewatering of bio-sludge at the Kill Creek Water Resource Recovery Facility (WRRF). The project includes, but is not limited to, removal and replacement of the existing belt press equipment from service, relocating the existing belt press to onsite storage location designated by City Staff, installation of new sludge dewatering screw press, start-up, electrical, controls, SCADA and all other components required to operate the system efficiently.

A mandatory site visit will be required before any bids will be accepted. Site visits shall be coordinated and scheduled by contacting:

Scott Millholland,  
Kill Creek Water Resource Recovery Facility Superintendent  
Office: 913.856.0986  
[smillholland@gardnerkansas.gov](mailto:smillholland@gardnerkansas.gov)

Copies of bid documents can be viewed or purchased for a Non-Refundable fee on-line at [www.drexeltech.com](http://www.drexeltech.com) in their eDistribution plan room, additional assistance is available at [distribution@drexeltech.com](mailto:distribution@drexeltech.com). Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Sealed Bids are due prior to the Bid Deadline indicated above and must be marked "Bid for: **BELT PRESS REPLACEMENT AT KILL CREEK WRRF, PROJECT WW1901**". Any Bid received after the designated closing time will be returned to Bidder unopened.

No oral, telegraphic, facsimile or telephonic Bids or Bid alterations or corrections will be considered.

The City reserves the right to accept or reject any and all Bids and to waive any technicalities or irregularities therein. Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6902, as amended, et seq. Bids may be modified or withdrawn by written request of the Bidder if such requests are received in the office of the City Clerk, prior to the time and date for Bid opening.

The project qualifies for sales tax exemption for purchasing materials and supplies.



INSTRUCTIONS TO BIDDERS  
FOR  
BELT PRESS REPLACEMENT  
AT  
KILL CREEK WATER RESOURCE RECOVERY FACILITY  
PROJECT WW1901

**A. General Statement:**

The Bidder shall submit all bids on the forms provided as part of these Bid Documents and in compliance with these Instructions. All appropriate blanks shall be filled-in and the appropriate individual on behalf of him/herself or the entity submitting the bid shall sign the Bid Proposal. Each bid must be enclosed in a sealed envelope plainly marked "Bid for: BELT PRESS REPLACEMENT AT KILL CREEK WRRF, PROJECT WW1901". Pursuant to the Notice to Bidders, Bids shall be addressed to "City of Gardner, Kansas, Attention: "Ric Gere".

**B. Mandatory Pre-Bid Site Visit**

A mandatory site visit will be required before any bids will be accepted. Site visits shall be coordinated and scheduled by contacting:

Scott Millholland,  
Kill Creek Water Resource Recovery Facility Superintendent  
Office: 913.856.0986  
[smillholland@gardnerkansas.gov](mailto:smillholland@gardnerkansas.gov)

**C. Bidding Documents:**

1. Bidding Documents and Plans may be obtained from:  
Drexel Technologies  
[www.drexeltech.com](http://www.drexeltech.com)  
10840 W. 86<sup>th</sup> Street  
Lenexa, KS 66214
2. Complete sets of Bidding Documents shall be used in preparing Bids. Bidding documents consist of the Bid, Contract, and any Plans or other supporting documentation.
3. Neither the City, nor any employee, nor any entity in contract with the City, assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
4. The City, in making copies of the Bid Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.
5. Bids shall include furnishing all labor, materials, equipment and performing the Work for the project in strict accordance with the Bidding Documents and any Addenda.

**D. Inquiries:**

Inquiries regarding the project should be directed to:

Scott Millholland, Plant Superintendent – Wastewater  
913.856.0986  
[smillholland@gardnerkansas.gov](mailto:smillholland@gardnerkansas.gov)

The City's representative for the duration of this project is:

Ric Gere  
913.568.8123  
[rgere@gardnerkansas.gov](mailto:rgere@gardnerkansas.gov)

**E. Project Timeline:**

The following dates are provided in addition to those previously stated to help interested Bidders in planning participation in the project herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Bid Issue Date	November 10, 2020
Bid Opening	December 2, 2020 at 12:00 p.m.
UAC Meeting	January, 7, 2021
City Council Meeting	January, 18, 2021

**F. Bidders Representation:**

In order to induce the City to accept their Bid, in addition to and not in lieu of any other representations and warranties contained in the Bidding Documents, the Bidder represents and warrants the following to the City:

1. The Bidder and their subcontractors are financially solvent and possess sufficient working capital to complete the Work and perform all obligations hereunder;
2. The Bidder is able to provide the tools, materials, supplies, equipment, and labor required to complete the Work and perform the Bidder's obligations hereunder;
3. The Bidder is now and will continue to be authorized to do business in the State of Kansas, and is now and will continue to be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Bidder and over the Work and the Project;
4. The Bid and execution of the Bidding Documents and the Bidder's performance thereunder are within the Bidder's duly authorized powers;
5. The Bidder has made an exhaustive study of the Bidding Documents; understands the terms and provisions thereof; has sought or will timely seek any and all necessary clarifications prior to submitting the Bid and that the Bid is made in accordance with the foregoing;
6. The Bidder has visited the project site and is completely familiar with any local and special conditions under which the Work is to be performed and has correlated such knowledge with the requirements of the Bidding Documents;
7. The Bid is based upon the materials, systems, and equipment described in the Bidding Documents without exception;
8. The Bidder certifies that his bid is submitted without collusion, fraud, or misrepresentation as to other Bidders, so that all bids for the project result from a free, open and competitive bidding environment;
9. The Bidder possess a high level of experience and expertise in the business administration, management, and superintendence of projects of the size, complexity, and nature of this particular project, and that the Bidder will perform the Work with care, skill and diligence of such a Contractor;
10. The Bidder acknowledges that the City is relying upon this Bidder's skill and experience in connection with the Work being bid herein;
11. That complete sets of Bidding Documents were used in preparing the bid and that the City is not responsible for errors or misinterpretations resulting from the use of incomplete sets of such documents.

**G. General Instructions:**

1. The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance of the Work and, (B) any and all other warranties, representations and certifications made in the Bidding Documents. The Contractor's liability hereunder shall survive the City's final acceptance of and payment for the Work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the Work or the earlier termination of this Agreement.
2. Any or all Bidders may be required by the City to furnish information to support the Bidder's capability to fulfill the Contract if awarded the Contract. Such information does not need to be submitted with the Bid, but may be requested at the City's option. Such information may include, but not be limited to, the following:
  - i. Proof of registration with the Kansas Director of Taxation (K.S.A. 79-1009).
  - ii. Proof of registration with the Kansas Secretary of State.
  - iii. List of projects of similar size and type the Bidder has constructed or in which the Bidder has been engaged in a responsible capacity.
  - iv. Evidence the Bidder maintains a permanent place of business.
  - v. A current financial statement.
3. Examination: Before submitting a Bid, each Bidder shall examine carefully all documents pertaining to the work and visit the site to fully inform himself of the condition of the site and the conditions and limitations under which the work is to be performed.
4. Submission of a Bid will be considered presumptive evidence that the Bidder has fully informed himself of the conditions of the site, requirements of the Contract Documents, and of pertinent national, state and local codes and ordinances, and that the Bid made allowances for all conditions, requirements and contingencies.
5. Bidder requiring clarification or interpretation of the Bidding Documents shall make such requests (in writing only) of the Project Manager at least seven (7) days before the date for receipt of bids.

**H. Addenda:**

1. Any interpretations, corrections or changes to the Bidding Documents will be made by Addenda.
2. Written Addenda will be distributed on-line through [www.drexeltech.com](http://www.drexeltech.com) to all plan holders registered with Drexel Technologies.
3. Copies of written Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
4. Addenda will be issued no later than four days prior to the date for receipt of Bids, except an addendum withdrawing the request for Bid Proposals, or one, which includes postponement of the date for receipt of Bid Proposals.
5. Each Bidder shall ascertain prior to submitting his Bid that he has received all written addenda issued, and he/she shall acknowledge its receipt in his Bid.

**I. Substitutions:**

1. Each Bidder represents that his bid is based upon materials and equipment described in the bidding documents.
2. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the City at least seven (7) days prior to the date of the Bid opening.
3. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation.

4. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included.
5. The burden of proof of the merit of the proposed substitute is upon the proposer.
6. The City's decision of approval or disapproval of a proposed substitution shall be final.
7. If the City approves any proposed substitution, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.
8. No substitution will be considered after the Contract award unless specifically provided in the Contract Documents.

**J. Preparation of Bids:**

1. Bids shall be made upon the form provided in these Bidding Documents.
2. All blanks must be filled in with ink or type. Blanks left on the Bid form may cause a bidder to be disqualified. The completed form shall be without alteration or erasure.
3. If a bid on all alternates is not required for alternate items, a written indication of "no Bid" on the Bid form is required.
4. Amounts shall be expressed in both words and figure, and in case of discrepancy between the two, the amount in words shall govern.
5. Sign Bid form in longhand, with name typed below signature. Where Bidder is a Corporation, Bids must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation to a contract.

**K. Submission:**

Provide one (1) original and one (1) copy of all copies of the Bid, Bid Security and other documents required to be submitted with the Bid Package shall be enclosed in a sealed envelope with the notation "**Bid Enclosed**" on the face thereof and plainly marked "**Bid for: BELT PRESS REPLACEMENT AT KILL CREEK WRRF, PROJECT WW1901**".

Pursuant to the Invitation for Bids, Bid packages shall be addressed and submitted/delivered to:

Attention: Ric Gere  
City of Gardner, Kansas - Utilities Department  
1150 E. Santa Fe Street  
Gardner, KS 66030.

**L. Modification and Withdrawal:**

Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901, as amended, et seq.

**M. Consideration of Bids/Selection Process:**

1. The City reserves the right to reject any and all Bids; to waive any and all technicalities, irregularities and formalities; to negotiate contract terms with the successful Bidder; and the right to disregard all non-conforming, non-responsive or conditional Bids.
2. In evaluating Bids and determining the lowest responsible Bidder, City shall consider qualifications of the Bidders.
3. Each Bidder shall submit on a form provided for that purpose, a Statement of Bidder's Qualifications, when required by the City.
4. The City may consider the qualification and experience of Bidders and subcontractors and other persons and organizations, including suppliers, proposed to be involved in the project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.

5. The City may conduct any such investigation it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons, organizations and suppliers, to do Work in accordance with the contract documents to the City's satisfaction within the prescribed time.

**N. State of Kansas Preference**

1. State law, K.S.A. 75-3740a, requires that, to the extent permitted by federal law and regulations when letting contracts for Bids, the City must require any Bidder domiciled outside the state of Kansas to submit a Bid the same percent less than the lowest Bid submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidder domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state.
2. All Bidders domiciled outside of the State of Kansas shall furnish City with a copy of their state's preferential Bidding statutes and the applicable percent received by in-state Bidders from the state in which the contract is located.

**O. Subcontractors**

1. The Contractor shall not award subcontracts, which total more than forty-five percent (45%) of the contract and shall perform, within its organization, work amounting to not less than fifty-five percent (55%) of the total contract price.
2. The Contractor shall submit the names of subcontractors for approval by the City prior to award of the contract.

**P. Award of Contract:**

1. The contract will be awarded to the lowest responsive, responsible Bidder as determined by the City and shall be required to enter into a contract with the City.
2. If the contract is awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

**Q. Notice To Proceed:**

1. No work shall commence until the City issues a Notice To Proceed, and a Notice To Proceed will not be issued until all of the following are delivered to the City.
  - i. The Contract signed by the representative with authority and ability to do so.
  - ii. Bonds with the attached powers of attorney.
  - iii. Certificate of Insurance listing the City as Additional Insured.
  - iv. Certificate of Nondiscrimination.
  - v. List of subcontractors and suppliers.
  - vi. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated prior to all other submittals.
  - vii. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State.
  - viii. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State.
  - ix. Construction schedule with major milestones.
2. Such documents must be delivered with ten (10) days of the City's written notification to the successful Bidder. If they are not delivered within such time then the Bidder will be deemed to have abandoned its contract with the City, and the City will award a contract to the next lowest and best Bid.



3. The successful Bidder shall not make claim either for time or money against the City for labor or materials performed or delivered prior to issuance of the Notice to Proceed.
4. The City's responsibility to issue a Notice to Proceed is expressly conditioned on the Contractor's timely execution and delivery prior to issuance of the Notice to Proceed.

**R. Payment by City:**

1. Payments by the City may be made using any of the following methods of payment, in its sole discretion:
  - i. ACH or wire transfer
  - ii. Check – checks will be mailed to the Contractor's place of business
  - iii. Credit/Purchasing Card for payments under \$1,000
2. The successful bidder will be required to submit financial information as required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law.

**S. Project Completion:**

Upon satisfactory completion of the Contract, a formal Certificate of Completion will be forwarded to the Contractor by the City. The date of substantial completion of the Project will be the starting date of the guarantee period.

**T. Indemnity/Hold Harmless Agreement:**

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Gardner and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**U. Open Record:**

Sealed bids received by the City pursuant to this solicitation will be temporarily exempt from disclosure in accordance with the Kansas Open Records Act. Thereafter, bids will be open for inspection by any person pursuant to the Kansas Open Records Act.

**V. Taxes:**

The City of Gardner, as an agency of the State of Kansas, is exempt from paying Kansas sales or use tax per K.S.A. 79-3606 (b), as well as contractors hired by the City who purchase tangible personal property for the use in constructing, equipping, reconstructing, maintaining, repairing, enlarging, furnishing or remodeling facilities for the City. The successful bidder shall be required to comply with K.S.A. 79-3606, as amended. The City's tax-exempt status is valid only when items purchased outside the State are delivered within the State of Kansas.

**W. All Work:**

Shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the Americans with Disabilities Act, as amended.

## **TERMS & CONDITIONS**

### **A. Bid Guarantee:**

1. Bid Security is required in the amount of at least (5%) of the Bid plus all add Alternates. Bid Security can be in the form of certified or Cashier's Check or Bid Bond acceptable to the City of Gardner, Kansas. Checks are to be made payable to the City of Gardner, Kansas and drawn on a solvent Kansas bank or trust company.
2. Bid Bonds shall be written by a bonding agency approved by the United States Treasury Department and licensed to do business in the State of Kansas.
3. The amount of said Bid Security may be retained by and forfeited to the City of Gardner, Kansas as liquidated damages, if such proposal is accepted, the Contract awarded, and the Bidder fails to enter into a Contract in the form prescribed, with the required bonds, within ten (10) days after such award is made by the City of Gardner, Kansas.
4. The City of Gardner, Kansas reserves the right to retain the Bid Security of the three (3) lowest Bidders until the successful Bidder has entered into an agreement or until sixty (60) days after Bid opening, whichever is the shorter period. All other Bid Securities will be returned as soon as possible.

### **B. Bonds:**

1. Performance Bond, Maintenance Bond and Statutory Payment Bond shall be furnished to the City, by the Contractor, for all contracts over \$100,000, in an amount equal to 100 percent of the Contract sum.
2. The Statutory Payment Bond shall be filed in the office of the District Court of Johnson County. Contractor shall provide the City with a certified copy of said statutory bond as so filed.
3. Bonds furnished shall be written by a surety approved by the U.S. Treasury Department and licensed to do business in the State of Kansas. No work shall commence until bonds are in force.
4. Power of Attorney for the surety company agent must accompany each bond issued, and must be certified to include the date of the bonds.
5. Cost of the bond shall be included in the bid and paid for by the Contractor.

### **C. Insurance:**

Any bidder receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance, listing the City of Gardner as an additional insured. The following insurance(s) shall be required:

- ☐ Workers' Compensation and Employer's Liability – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- ☐ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.

- Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
- Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

**D. Taxes:**

It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on qualifying projects. Qualifying projects will be identified in the Notice to Bid.

1. The Contractor shall, in preparing his proposal, omit from his computed costs all sales and service taxes for qualifying projects.
2. The Contractor will be furnished a copy of the Project Completion Certification.
3. All invoices must be retained by the Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.
4. Final payment may be held by the City until the City has received the two Project Completion Certifications from the Contractor along with a Consent.

**E. Term of Contract:**

This contract shall commence the day after date of award by the City unless otherwise stipulated in the Notice of Award Letter. The contract shall remain in effect as reflected on the Bid Form.

**F. Completion Time:**

The Contractor shall order and schedule delivery of equipment upon issuance of Notice to Proceed. Substantial completion shall be achieved the earliest date from 30 calendar days from delivery of screw press dewatering equipment, or within 120 calendar days from the date established in the Notice to Proceed.

Final completion shall be achieved within 10 calendar days thereafter and upon receiving punch list of incomplete items to operate the screw press dewatering systems as intended by the contract documents.

## AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Gardner, Kansas, [hereinafter "City"], and \_\_\_\_\_, [hereinafter referred to as "Contractor"] for the construction of the following described work: "**BELT PRESS REPLACEMENT AT KILL CREEK WRRF**" known as City of Gardner Project No. WW1901.

### RECITALS

WHEREAS, the City desires to construct and complete **Project No. WW1901**.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents (the "Contract Documents"), as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements known as **Project No. WW1901**, and has duly awarded to the Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for **BELT PRESS REPLACEMENT AT KILL CREEK WRRF**.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### AGREEMENT

- 1.0 Work to be Performed. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Bid Documents and Contract Documents for City of Gardner **Project No. WW1901**. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

- 1.1 Contractor's Work. The Work to be performed by Contractor under this Agreement is as described in the Bid Documents, attached and incorporated by reference.
- 1.2 Performance Standard. Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the Work being offered by all public entities having jurisdiction over Contractor and the Project. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.
- 1.3 Assigned Personnel.
- a. Contractor shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.
  - b. With respect to this Agreement, the Contractor shall employ the following key personnel: \_\_\_\_\_
  - c. In the event that any of Contractor's personnel assigned to perform Work under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor's shall be responsible for timely provision of adequately qualified replacements.
  - d. The Contractor shall designate \_\_\_\_\_ as Principal contact on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.
  - e. City shall designate Ric Gere, Utilities Staff Engineer, 913-568-8123, as the Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit B.

- 3.0 Commencement of Contract Time; Notice to Proceed.
- 3.1 The Contract Time will commence on the date stated in the Notice to Proceed. No Work shall be done at the site prior to issuance of a Notice to Proceed.
- 3.2 Before a Notice to Proceed will be issued, Contractor shall deliver to City certificates of insurance and such bonds as are required pursuant to the terms of this Agreement and the Contract Documents.
- 3.3 Before Contractor commences Work, a Pre-Construction Conference shall be held to review the progress schedules, to establish procedures for handling Shop Drawings and other submittals, and to establish a working understanding among the parties as to the Work to be performed pursuant to the terms of this Agreement and the Contract Documents.
- 4.0 Time of Performance.
- 4.1 Unless otherwise provide in this Agreement, Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement and the Contract Documents within the time specified on the Notice to Proceed. Time is of the essence.
- 4.2 Progress Schedule  
Within ten (10) days after the Effective Date of this Agreement and prior to commencing the Work, Contractor shall submit to City an estimated progress schedule indicating the starting and completion dates of the various phases of the Work, including the projected cost of each phase. The cost projection may serve as the basis for Progress Payments during the Work.
- 4.3 Computation of Time. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.
- 4.4 Changes in Contract Time. The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer. Consideration may be given to requests for extensions of time due to inclement weather. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph. In executing this Agreement, Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether

growing out of delays in securing materials, workers, weather conditions, or otherwise.

- 4.5 Damages for City Delay. If Contractor shall be delayed at any time in the progress of the Work by any act or omission of City or by any separate contractor employed by City, and over which Contractor has no control, then the Contract Time shall be extended by written Change Order for such reasonable time as City may decide, and no adjustment shall be made in the Contract Price.

- 4.6 Work Stoppage. Contractor warrants to City that there will be no Work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and nonunion workforces at the Project site. Contractor further agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of Contractor, other contractors, subcontractors, City, or any other person, Contractor will, contingent upon City providing a picket free entrance, continue to perform the Work required herein without interruption or delay.

- 4.7 Liquidated Damages.

- a. Due to the critical nature of this project, liquidated damages resulting from failure to meet the completion date, shall be charged against the Contractor at a rate of per the following schedule:

CONTRACT AMOUNT			LIQUIDATED DAMAGES
\$0	to	\$25,000	\$75
\$25,001	to	\$50,000	\$125
\$50,001	to	\$100,000	\$200
\$100,001	to	\$500,000	\$400
\$500,001	to	\$1,000,000	\$600
\$1,000,001	to	\$2,000,000	\$925
\$2,000,001	to	\$5,000,000	\$1,375
\$5,000,001	to	\$10,000,000	\$2,000
\$10,000,001	and	up	\$3,000

The amount shown above shall be the sum due for each 24-hour calendar day, including weekends and holidays, on the full bid price of the Contract for each day completion is not made in accordance with the project schedule. The assessed amount shall be deducted from the final invoice(s).

- b. Damages are only a reasonable estimate of City's damages due to loss of public use during any delay period.
- c. The City shall have the right to deduct the liquidated damages due to the public's loss of use of the project, and the City's actual costs to continue administration of the construction and the contract, from any monies due or any monies that may become due to the Contractor.

## 5.0 Payment.

- 5.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of \_\_\_\_\_.
- 5.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law. City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:
- a. Ten (10) percent until construction is substantially complete;
  - b. When the Work is substantially complete, the retained amount may be reduced to a lesser amount at the discretion of the Engineer.
- 5.3 All invoices should be sent to City of Gardner, Utilities Department, 1150 E Santa Fe Street, Gardner, KS, 66030, Attn. Ric Gere.
- 5.4 Right to Withhold Payment:  
City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect City from loss because of:
- a. Defective Work not remedied by Contractor nor, in the opinion of City, likely to be remedied by Contractor;
  - b. Claims of third parties against City or City's property;
  - c. Failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;
  - d. Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
  - e. Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
  - f. Persistent failure to carry out the Work in accordance with this Agreement;
  - g. Damage to City or a third party to whom City is, or may be, liable; or
  - h. Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

## 6.0 Substantial Completion.

- 6.1 When Contractor considers the entire Work ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the entire Work is substantially complete and request that the Engineer issue a statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of items to be completed or corrected before Final



Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

- 6.2 City shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but City shall allow Contractor reasonable access to complete or correct items on the Punch List.

7.0 Partial Utilization of Work by City.

Use by City of any finished part of the Work, which has specifically been identified in the Contract Documents, or which City and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City without significant interference with Contractor's performance of the remainder of the Work shall be permitted. Such use and operation shall not constitute an acceptance of the Work, and Contractor shall be liable for defects due to faulty construction until the entire Work under this Agreement is finally accepted and for a period of five (5) years or longer thereafter as stipulated in these Contract Documents or by other law or regulation.

8.0 Completion and Final Payment.

- 8.1 Upon written notice from Contractor that Work or an agreed portion thereof is complete, Engineer will make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.
- 8.2 If a repeat final inspection(s) is required, Contractor shall bear the cost of such repeat inspection, if any, including engineering and other professional fees. After Contractor has completed all such corrections and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is complete, Contractor may make application for Final Payment request following the procedure for progress payment requests.
- 8.3 The Final Payment requests shall be accompanied by all documentation called for in this Agreement and the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to Final Payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to City to indemnify City against any lien.

8.4 If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

9.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

10.0 Term of Agreement.

In the event that the Work rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the governing body of the City in the establishment of its annual budget.

11.0 Warranty and Defective or Unacceptable Work.

Contractor warranties and guarantees to City that all Work will be in accordance with the Contract Documents and will not be Defective or otherwise unacceptable. All Work which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist within the five (5) year warranty period or such longer time as may be permitted by law, shall be removed immediately and replaced in an acceptable manner. This provision shall have full effect regardless of the fact that the Defective Work may have been done or the defective materials used with the full knowledge of City. No inspection by City of the Work nor Final Acceptance of the project by City shall relieve Contractor of its responsibility to perform pursuant to the Contract Documents and provide acceptable Work. If Contractor fails to remove Defective Work within seven (7) days after written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting City to correct the Defective Work.

12.0 Suspension of Work.

City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will not be allowed an increase in the Contract Price or an extension of the Contract Time, if such suspension is made as a result of an act or omission of Contractor including but not limited to the occurrence of any one or more of the following events:

1. If Contractor fails to supply a qualified superintendent, sufficient skilled workmen, Subcontractors, or suitable materials or equipment;
2. If Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers or for labor, materials, or equipment;
3. If Contractor disregards Laws and Regulations of any public body having jurisdiction; or
4. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents, City shall have authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the prosecution of the Work, or to conditions which in his opinion warrant such action, or for such time as is necessary by reason of failure on the part of Contractor to carry out orders given, or to perform any or all provisions of the Contract.

If it becomes necessary to suspend Work for an indefinite period of time, Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way; take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage of the roadway and erect temporary structures and protective barriers where necessary. Contractor shall not suspend Work without written authority from City.

### 13.0 Termination.

#### 13.1 Right of City to Terminate Contract.

- a. Without in any manner limiting the right of City to terminate the Contract or declare Contractor in default thereof for any reason set forth in this Agreement or the Contract Documents, if:
  - 13.1.a.1 the Work to be done under this Agreement shall be abandoned by Contractor; or
  - 13.1.a.2 this Contract shall be assigned by Contractor otherwise than as herein provided; or
  - 13.1.a.3 Contractor should be adjudicated to be bankrupt; or
  - 13.1.a.4 a general assignment of its assets should be made for the benefit of its creditors; or
  - 13.1.a.5 a receiver should be appointed for Contractor or any of its property; or
  - 13.1.a.6 at any time City believes that the performance of the Work under this Contract is being unnecessarily delayed, that Contractor is violating any of the conditions or covenants of this Agreement or the specifications therefore, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or
  - 13.1.a.7 all bid items of the Project are not completed within the Contract Time named for their completion or within the time to which such completion date may be extended;

then, in addition to other rights City may choose to exercise, City may, at its option, serve written notice upon Contractor and its surety of City's

intention to terminate this Agreement, and, unless within five (5) days after the serving of such notice upon Contractor, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate.

- b. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City. In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall immediately serve notice thereof upon the surety and Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore.
- c. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
- d. City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.

13.2 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Gonzalo Garcia Utilities Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

13.3 Right of Contractor to Terminate Contract. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, then Contractor may, upon seven

(7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement, if City has failed to make any payment as aforesaid, Contractor may upon seven (7) days notice to City stop the Work until payment is made for all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with City.

14.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

15.0 Bonds.

15.1 Contractor shall, after receiving Notice of Award and prior to commencing the Work, furnish to City a Statutory Payment Bond, Performance Bond and Maintenance Bond on forms approved by City and secured by a surety company acceptable to City. With each bond there shall be filed with City one copy of a "Power of Attorney" certified to include the date of the bonds.

15.2 Contractor shall notify and obtain the consent and approval of Contractor's surety for all Change Orders and written amendments, if such notice is required by Contractor's surety or by law. Contractor's execution of a Change Order or written amendments to this Agreement shall constitute Contractor's warranty to City that the surety has been notified and that the surety consents to such Change Order or written amendment; accordingly surety shall be conclusively deemed to have been notified of such Change Order or written amendment and to have expressly consented thereto.

15.3 If Contractor's surety or any Bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in the State of Kansas, or it ceases to meet the requirements herein, Contractor shall within five (5) days thereafter substitute an acceptable surety and appropriate Bond.

16.0 Insurance.

16.1 The Contractor shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
- Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

16.2 Subcontractor's Insurance.

If a part of the Contract is to be sublet, Contractor shall either:

- a. Cover all subcontractors in Contractor's general liability insurance policy;
- b. Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor which will protect subcontractor and the City against all applicable hazards or risks of loss as and in the minimum amounts designated for the Contractor.

16.3 The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

16.4 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- a. Is licensed to do business in the State of Kansas;
- b. Carries a Best's policyholder rating of A or better;

AND

- c. Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

16.5 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

16.6 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

17.0 Conflict of Interest.

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its Work hereunder, including under 31 U.S.C.S. Section 1352. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

18.0 Nondiscrimination.

Contractor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

19.0 Facilities and Equipment.

Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement.

20.0 Accessibility.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor

shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

21.0 Records, Ownership and Inspection.

21.1 Ownership of Documents.

All documents prepared by Contractor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

21.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Contractor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

21.3 Maintenance of Records.

Except as otherwise authorized by the City, Contractor shall retain such documentation for a period of five (5) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this five (5) year period.

22.0 Patent Fees and Royalties.

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or Work performed hereunder, and Contractor further agrees to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final Payment to Contractor by City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

23.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or



injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

24.0 Compliance with Laws.

24.1 The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

24.2 Pursuant to K.S.A. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of the Contract.

25.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting to not less than fifty percent (50%) of the total Contract Price. The subcontracting, assignment, delegation or transfer of the Work shall in no way relieve the Contractor of its liability under this Agreement and the bonds applicable hereto.

26.0 Confidentiality.

All reports and documents prepared by Contractor in connection with the performance of this Agreement are confidential until released by City to the public. Contractor shall not make any such documents or information available to any individual or organization not employed by Contractor or City without the written consent of City before any such release.

27.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: City of Gardner  
Attn: Ric Gere  
1150 E. Santa Fe Street  
Gardner, KS 66030

To Contractor:

28.0 Amendments.

28.1 This document represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

28.2 The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized by:

- a. Field Order;
- b. Engineer's review and approval of a Show Drawing or Sample;
- c. Engineer's written interpretation or clarification.

29.0 Waiver of Claims.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither payment of any progress or final payment by City, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor any correction of Defective Work by City shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents. The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against City other than those claims previously made in writing against City by Contractor, pending at the time of final payment and identified in writing by Contractor as unsettled as of the time of request for final payment.

30.0 Remedies are not Exclusive.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, including, but not limited to, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Agreement.

31.0 No Third Party Beneficiaries.

City and Contractor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

- 32.0 Force Majeure.  
City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.
- 33.0 Titles.  
The titles in this Agreement and the Contract Documents are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 34.0 Negotiations.  
City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.
- 35.0 Costs and Attorney Fees.  
If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 36.0 Severability.  
If any term or portion of this Agreement or the Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement and the contract Documents shall continue in full force and effect.
- 37.0 Authority to Enter into Agreement.  
Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement and the Contract Documents. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 38.0 Entire Agreement.  
This Agreement and the Contract Documents represent the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

39.0 Governing Law and Venue.

This Agreement and the Contract Documents shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF GARDNER, KANSAS

CONTRACTOR

\_\_\_\_\_  
, City Administrator

\_\_\_\_\_  
Name, Title

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk, City Attorney

## **CITY OF GARDNER, KANSAS SPECIAL CONDITIONS**

The work shall conform to these special conditions and to the Gardner Technical Specifications located on the City of Gardner website at <http://www.gardnerkansas.gov> and those referenced herein. The Gardner Technical Specifications will govern as though repeated verbatim herein, except as modified or superseded by these special provisions.

### **SC-1 RESTORATION**

Restoration of driving surface, parkway, lawn areas (including sprinkler systems) and all other areas abutting the construction or damage during construction, shall be subsidiary to other items in the project. CONTRACTOR will also be responsible for repair or reconstruction of any utilities cut or damaged during construction. Restored lawn areas shall be sodded unless shown otherwise on the plans. When sprinkler systems are encountered and conflict with the construction, the CONTRACTOR shall remove sections of sprinkler systems as necessary to facilitate the construction of the project. The disturbed portion of the sprinkler system shall be capped so the remainder of the system may be operated during the construction period. The CONTRACTOR shall replace the removed sections of sprinkler system to existing or better condition after construction has been completed and prior to the installation of the sod. For any City owned sprinkler systems the CONTRACTOR shall contact the City's representative prior to removing any sprinkler system components.

### **SC-2 MOBILIZATION**

Mobilization is the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all office, buildings and other facilities necessary for work on the project, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

### **SC-3 SCREW PRESS SLUDGE DEWATERING EQUIPMENT**

#### **PART 1 – GENERAL**

##### **1.1 SCOPE**

This section includes furnishing, installing, and placing into successful operation one complete skid mounted sludge dewatering system including, but not limited to, screw press, control panels, controls, drive motors, gear reducers, support legs, anchor bolts, lifting attachments, air compressor, polymer system, piping and wiring, and all accessories and appurtenances for a complete and properly operating installation.

## 1.2 REFERENCES

- A. American Bearing Manufacturers Association (ABMA)
- B. American Gear Manufacturers Association (AGMA)
- C. American Society of Mechanical Engineers (ASME)
- D. Institute of Electrical and Electronics Engineers, Inc. (IEEE)
- E. American Welding Society (AWS) D1.1, Structural Welding Code.
- F. National Electric Code (NEC).
- G. National Electrical Manufacturers Association (NEMA).
- H. American National Standards Institute (ANSI).
- I. Conveyor Equipment Manufacturers Association (CEMA)

## 1.3 SUBMITTALS

The following information shall be submitted to the Wastewater Treatment Superintendent. Submittals shall include the following:

- A. Product Data:
  - 1. Descriptive literature, brochures, catalogs, cut-sheets and other detailed descriptive material of the equipment.
  - 2. Motor characteristics and performance information.
  - 3. Gear reducer data including service factor, efficiency, torque rating, and materials.
  - 4. Equipment weights and lifting points
  - 5. Parts list including a list of recommended spare parts.
  - 6. Shop Drawings: Include the following:
  - 7. Manufacturer's installation drawings.
  - 8. Wiring and schematic diagrams.
  - 9. Operations and maintenance manual.
  - 10. Include complete lubrication, maintenance, and operation instructions, including initial start-up instructions, and unloading and handling methods.
  - 11. Detailed installation instructions, with clear step-by-step points on the correct mechanical and electrical installation procedures.
  - 12. A copy of the manufacturer's warranty.

## 1.4 WARRANTY

- A. Warranty shall extend for a minimum of five (5) years. Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of five (5) years from the date established for partial utilization or Substantial Completion of the project.
- B. Warranty shall include all parts, labor, and coatings for repairing or replacing equipment that fails during the warranty period. Defects occurring within the warranty period shall be repaired or replaced by the manufacturer at no cost to the OWNER.

## 1.5 QUALITY ASSURANCE

### A. Manufacturer Qualifications:

1. Consideration will be given only to the equipment of Manufacturers who are regularly engaged in such work and thoroughly experienced in the design and manufacture of screw press equipment specifically manufactured for municipal, secondary treated, waste activated sludge.
2. Have a minimum of 5 years of experience of producing substantially similar equipment, and show evidence upon request of OWNER of at least 25 installations in satisfactory operation in North America for presses dewatering municipal, secondary, 100% biological, waste activated or aerobically digested sludge.

## PART 2 – EQUIPMENT

### 2.1 GENERAL

- A. Screw press dewatering equipment shall be manufactured by FKC Co., LTD. or pre-approved equal.
- B. Should any Contractor desire to offer an alternate design and/or supplier, that design and supplier shall be submitted to the City of Gardner no less than ten (10) days before the bid date, along with such submittals as necessary to fully evaluate the alternative design/supplier. These submittals will be prepared at the cost of the Contractor. Any alternates submitted within ten (10) days of the bid date will not be considered.
- C. If other equipment is proposed, the Contractor will demonstrate to the Owner that all requirements of materials, performance, and workmanship have been met or exceeded by the equipment proposed. Contractors proposing alternate manufacturers will be responsible for all costs associated with system evaluation and redesign including all electrical, mechanical and civil aspects of the installation
  1. CONTRACTOR shall include in the Bid and shall be responsible for the cost of any changes, including engineering changes, to accommodate other equipment including but not limited to structural, mechanical, and electrical work.
  2. Equipment will be installed according to instructions and recommendations of the equipment manufacturer.

### 2.2 SCREW PRESS SYSTEM

- A. Screw press system shall be capable of municipal waste activated sludge described below.
  1. Dewatering screw press with components as specified in this Section and as required for a complete and functional screw press system, including:
  2. Screw press with all 304 stainless steel wetted parts.
  3. Sludge inlet headbox.
  4. Removable split drums.

5. Removable drum covers.
6. Four screen spray showers.
7. Speed reducer.
8. Galvanized carbon steel base.
9. Flanged filtrate outlet.
10. Back pressure cone.
11. Flocculation tank with mixer.
12. Equipment Motors.

## 2.3 SYSTEM DESIGN REQUIREMENTS:

### A. Screw Press Minimum Performance Requirements

Type of Sludge	Municipal WAS or Aerobically Digested
Feed Solids, % total solids (TS)	1.0% Total Solids or greater
Discharge Solids, % TS	15% Total Solids or higher+ with polymer addition
Design Inlet Capacity	560 Dry Lbs. / Hr., not to exceed 105 GPM

## 2.4 SCREW PRESS

### A. MANUFACTURER

1. Manufacturer: FKC Co., LTD. , or approved equal.
2. The screw press, and all components outlined shall be supplied by one manufacturer and delivered as a complete dewatering system.

### B. MATERIALS

1. Wetted Parts: Stainless Steel, Type 304, unless otherwise indicated.
2. Drive Unit: As scheduled.
3. Base: Galvanized carbon steel,
4. Other parts: Coated carbon steel
5. Miscellaneous hardware, including bolts, nuts, washers, and fastener clips in the wetted area: Stainless steel.

### C. HOUSING

1. Housing shall be rigid Type 304 stainless steel weldment, supported by structural carbon steel base and shall have removable Type 304 stainless steel covers for screen access.
2. Sludge feed connections and filtrate discharge connections shall respectively be Type 304 stainless steel 6-inch pipe stub and 4-inch flanged meeting ANSI/ASME B 16.1, Class 125, or ANSI/ASME B 16.5, Class 150; provide higher pressure class as required to meet Design Working Pressure.
3. Press shall have discharge box with hinged lid, all wetted parts shall be type 304 stainless steel.
4. Housing shall be designed for:
5. Noise reduction,
6. Act as a protective guard,
7. Provide a complete enclosure for odor containment.



8. The screw press shall be provided with Type 304 stainless steel spray covers on the top and sides of the screw press drums where necessary for sanitation and personnel protection. Moving shower headers shall not be allowed due to added maintenance. Side covers shall be easily removable by a single person.
9. Headbox shall include hinged top inspection doors.

## 2.5 DRIVE SYSTEM

1. Drive system shall consist of an electric motor suitable to use with a variable speed drive system as required to provide full load capacity and also to withstand the full starting torque of the system. VFD shall be provided as part of the Dewatering Control Panel.
2. Screw speed shall be electronically controlled by means of a VFD in a NEMA 4X enclosure. Maximum screw speed shall be 0.6 rpm or lower.
3. Speed Reducer:
4. Speed reducer shall be Sumitomo Cyclo Reducer or equal.
5. Provide speed reducer rated for uniform shock load classification with a reducer service factor of 1.00.
6. Shaft Seals shall be a double lip spring-loaded Nitrite oil seal or equal.

### D. BEARINGS

1. Screw press shall be designed so that the entire rotating assembly is supported on the discharge end by a grease lubricated ball or spherical roller type bearing. The bearing shall be conservatively designed to withstand all stresses of the service specified. Main bearings shall have a minimum B-10 life rating of 500,000 hours at standard operating speeds.
2. Bearings for the screw shall be anti-friction with grease lubrication.

### E. FLEXIBLE CONNECTORS

1. Flexible connectors for the drive motor and screw press junction boxes shall be furnished by the installing Contractor such that all local electrical codes are met.

### F. SCREW PRESS MOTOR:

1. Provide inverter rated, severe duty motor, 1.15 SF, NEMA Premium Efficiency, cast iron frame with manufacturer's standard, corrosion resistant, epoxy finish.
2. Minimum screw press motor requirements of (480v/3 phase)

### G. SCREW

1. Screw Shell: Stainless steel, Type 304.
2. Helical flight welded to screw shell: Stainless steel Type 304 flight.
3. The screw shall be supported at the discharge by a radial bearing.

### H. SCREENS

1. Type 304 stainless steel panels with punched holes.

I. SHOWER HEADERS

1. Type 304 stainless steel pipe, fittings and shower nozzles.
2. Shower headers shall be provided along the entire length of the drum set, beneath the headbox, and along the edge of the filtrate pan on the discharge end.
3. Shower headers shall be stationary and remain in a fixed position. Moving or rotational showers within the wetted, sludge dewatering area or underneath the press covers are not permitted.

J. DRUM ASSEMBLY

1. Drum configuration shall allow maintenance work in the screw press flight area without removal of the screw from the press.

K. BACK PRESSURE CONE

1. Pneumatic or motorized control of back pressure cone movement is not acceptable. Back pressure cone will be free of electrical and air connection requirements.

L. PRESS ASSEMBLY

1. Screw press assembly shall be such that clearances around the entire perimeter of the unit for maintenance work shall not exceed 36 inches.

M. SURFACE PREP & COATINGS

1. Surface preparation of carbon steel surfaces on the screw press and flocculation tank shall be in accordance with SSPC-SP6 standards and shall be coated as follows:
  - a. Prime Coat: 5 mils of Carboline 890, or approved equal.
  - b. Top Coat: 2 mils of Carboline 890, or approved equal (if outdoors & exposed to direct sunlight), 5 mils (if indoors or covered outdoors)
2. Motor and gearbox for the screw press shall be prepared and coated with the manufacturer's standard surface preparation, prime coat and top coat for corrosion resistance.

2.6 FLOCCULATION TANK

A. FLOCCULATION TANK

1. Wetted parts shall be constructed of 304 stainless steel throughout.
2. Flocculation tank shall be designed for a retention time of 2 minutes under the average design flow rate. The inlet of the tank shall be located at the bottom of the tank and conditioned sludge shall overflow from the discharge pipe located near the top of the tank. Provide 6-inch discharge pipe stub with flexible rubber hose sleeve connection.
3. Flocculation tank shall be supplied complete with an agitator. The agitator speed shall be adjusted manually at the flocculation tank.
4. Flocculation tank, agitator, and agitator drive shall be designed to handle the entire flow capacity range of the screw press.
5. Motor for the drive shall be a minimum 1.0 hp, 480 v / 3-phase unit. Motor shall have an aluminum cast frame. Motor efficiency will be 82% or greater. Motor bearings shall be 6306-2Z-J-C3-K08 or equal on the drive end and 6205-2Z-J-C3-K08 or equal on the fan end.

6. Provide split flocculation tank cover with a hinged inspection port. Include a 4-inch pipe stub vent connection on the fixed portion of the cover.
7. Motor and gearbox for the flocculation tank shall be prepared and coated with the manufacturer's standard surface preparation, prime coat and top coat for corrosion resistance.
8. Polymer mixing valves, other mixing energy apparatus or piping configurations that does not allow for full view and testing of flocculated material by the operator is not acceptable.

## 2.7 MADE-DOWEN POLYMER PUMP

### A. MANUFACTURER

1. This pump to be used in conjunction with the existing dry polymer system.

### B. DESCRIPTION

1. Pump shall be heavy duty, positive displacement, progressing cavity type. The pump shall be cradle mounted to permit the suction port to be rotated to any angle perpendicular to the centerline of the pump. Suction and discharge connections shall be 125 pound flat faced ANSI cast iron flanged.

### C. HOUSING

1. Suction and discharge housings are to have smooth flow characteristics and be manufactured from GG25 cast iron. The housings shall be drilled and tapped NPT connections that can be used for the installation of pressure gauges/switches or for a drain.

### D. SURFACE PREPARATION & COATINGS

1. All surfaces shall be prepared and shop painted with the manufacturer's standard system.

### E. ACCESSORIES

1. To prevent damage through dry running the pump stator is to be provided with thermal dry running protection, including the control module for installation in the local control panel of the dewatering skid.

## 2.8 SLUDGE FEED PUMP

### A. MATERIALS/EQUIPMENT

1. Pump Type: Heavy-duty rotary lobe, horizontal pumps, or approved equal.
2. All equipment shall be designed and built for 24-hour continuous service at any and all points within the specified range of operation, without overheating, and without excessive vibration or strain. Pump design shall allow run dry for a temporarily period of time, without damage to the pump, or its internals. Pumps must have design option to integrate a dry running protection in the rotor case in terms of unlikely very long period of dry running.
3. The pumping units required under this section shall be complete. All parts shall be so designed and proportioned as to have liberal strength, stability, and stiffness and to be especially adapted for the service to be performed. Ample room for inspection, repairs and adjustment shall be provided.

4. Mechanical equipment, including drives and electric motors shall be supplied and installed in accordance with applicable OSHA regulations. The noise level of the pumps shall not exceed 85 dBA measured 3 meters from the unit under free field conditions.
- B. Performance Requirements:
  1. There shall be no significant vibration or change in vibration and noise level over the entire listed range of operating conditions of the pumping system.
  2. Maximum motor speed shall not exceed 1800 rpm.
- C. Pump Construction
  1. Pump Housing:
    - a. The pump housing shall be constructed of aluminum and manufactured from a single casting. Suction and discharge flanges shall be 150 lb. ANSI flanged and integral to the pump housing.
  2. Front Cover:
    - a. The pumps shall be provided with a removable front cover made of lightweight aluminum or stainless steel. When the front cover is removed this will allow for full access to the pump from flange to flange. Front covers that give partial access to the housing and not complete access from flange to flange will not be acceptable.
  3. Rotors:
    - a. The pump shall be fitted to eliminate dead areas and the possibility of fibrous material to become entrapped.
  4. Shafts:
    - a. The shafts shall be constructed of carbon steel or stainless steel and be appropriately sized to ensure a smooth operation and concentric positioning on the rotors.
    - b. The shafts shall be non-wetted at all points and sealed from the pumped liquid.
  5. Bearings:
    - a. Each shaft shall be supported by heavy-duty angular contact ball bearings. The bearings must be housed in a separate bearing housing and shall be sealed for life. Pumps that require the bearings to be oil lubricated are not acceptable.
  6. Mechanical Seals:
    - a. Each pump shall be supplied with single cartridge mechanical shaft seal.
    - b. Mechanical seals must be mounted to an integrated rotor sleeve and positioned with the seal faces directly in the flowpath through the pump chamber.
  7. OSHA approved guards shall be furnished over all belt drives and couplings.
- D. Pump Manufacturer
  1. Manufacturer: NETZSCH TORNADO® T2, or approved equal.
- E. SCREW CONVEYOR CV-001
  1. Manufacturer:
    - a. FKC Co., LTD. or approved equal.
  2. MATERIALS

- a. Wetted Parts: Stainless Steel, Type 304, unless otherwise indicated.
  - b. Troughs and inlet chute: 10 gauge.
  - c. Covers: 10 gauge.
  - d. Drive and end plates: 3/8-inch minimum.
- 3. Support Legs: 304 stainless steel.
- 4. Wear Liners: UHMW, 1/2-inch thickness, 1 color.
- 5. Other parts: Coated carbon steel or stainless steel.
- 6. Miscellaneous hardware, including bolts, nuts, and washers in the wetted area: 18-8 Stainless steel.
- F. SPIRAL FLIGHTING
  - 1. Design spiral flighting to convey material without a center shaft and designed with the stability to prevent distortion and jumping in the trough.
  - 2. Spiral Flights to be concentric.
- G. DRIVE SYSTEM
  - 1. The drive units shall be hollow shaft-mounted, roller-bearing gear motor rated a minimum AFMA Class II, single or double reduction or triple reduction.
  - 2. Drive finish shall be severe duty wash-down surface protection finish as provided by manufacturer.
  - 3. Drive system shall consist of an electric motor as required to provide full load capacity and also to withstand the full starting torque of the system.
  - 4. Screw speed shall be electronically controlled by means of a motor starter in a NEMA 4X enclosure.
- H. TROUGH AND LINERS
  - 1. Construction shall be of U-trough design with gasketing at each trough flange.
  - 2. Trough end plates shall be 3/8-inch minimum, removable, with wastepack seal at drive end.
  - 3. Provide each conveyor with a 2-inch NPT drain outlet at the lowest end of the conveyor.
- I. Inlet Chute
  - 1. Purpose: Convey the dewatered cake from the screw press discharge box to the inlet trough of the shaftless screw conveyor.
  - 2. Construct wall and flange for connection to conveyors.
  - 3. Provide chute with external body reinforcing stiffeners as required.
  - 4. Provide chute with both the interior and exterior surfaces smooth, free from sharp edges, burrs, and projections, and with all welds ground smooth and all edges and corners rounded.
  - 5. No part of the chute shall come in contact with the screw press drive, screw, flight, nor interfere with normal operation of the screw press.
  - 6. Bolt hole pattern for fastening to screw press to match pattern at bottom of screw press discharge box. Bolts and washers for this connection included with shaftless screw conveyor.

- J. Support Structure
  - 1. All required legs shall be manufactured in carbon steel and hot dipped galvanized to ASTM 123 standards or stainless steel.
- K. Freeze prevention
  - 1. Conveyor components that are installed outside and in contact with sludge shall be protected from freezing conditions.
  - 2. Protection shall include electric heat tape and insulations. Both the electric heat tape and the insulation shall be outside rated for industrial applications.
  - 3. A NEMA 4X microprocessor shall be used to monitor temperatures and regulate conveyor temperatures to minimize electrical use.
- L. INSTRUMENTATION AND CONTROLS
  - 1. All electrical equipment shall conform to applicable standard of NEMA and the NEC.
    - a. Both power and control equipment shall be insulated for not less than 600 volts even though operating voltages may be lower.
  - 2. Shaftless screw conveyor motor shall have power control from a motor starter housed in the screw press vendor control panel.
  - 3. Shaftless screw conveyor manufacturer shall provide motion sensor probe as follows:
    - a. Manufacturer: Siemens Strans WM100 or equal:
      - (1) 115 VAC, 50/60 Hz, 7 VA.
      - (2) Measuring Principle is a distribution of a magnetic field.
      - (3) 1 SPDT Form C Dry relay contact with fail safe operations.
      - (4) Type NEMA 4X, 6, IP67 enclosure rating.
  - 4. Shaftless screw conveyor manufacturer shall provide emergency pull-cords and safety switches CV-ES-001 as follows:
    - a. Manufacturer: Omron STI or equal:
      - (1) Housing: Heavy-duty painted zinc-based die-cast alloy.
      - (2) Indicator: Glass-filled nylon.
      - (3) Switch color: Yellow body, blue reset button.
      - (4) Switch lockout on cable pulled and cable slack.
      - (5) Cable-status indicator on switch lid.
      - (6) 6A @ 120 VAC, 3A @ 240 VAC.
      - (7) 2 N.C. direct-operating safety contacts.
      - (8) 1 N.O. direct-opening auxiliary contacts.
      - (9) IP67 enclosure type for switches.
      - (10) All cables, eyebolts, hooks, springs and clips necessary to run pull cords down both sides of the conveyor.
- M. LOCAL CONTROL PANEL
  - 1. Dewatering control panel
    - a. Screw press manufacturer shall provide the dewatering control panel, PLC and field instrumentation for the dewatering system.

2. Operation documentation

- a. Within 180 days of Contract Notice to Proceed, screw press manufacturer shall provide a detailed written description of the modes of operation, interlocking and process control requirements for use by the Contractor, sufficient for proper operation of the dewatering system.

N. PLC

1. The PLC will be programmed by the screw press manufacturer. PLC shall be Allen Bradley CompactLogix.
2. Screw press manufacturer is responsible to direct all programming changes required to meet the system performance standards.

O. INTERFACE

1. The HMI for will be programmed by the screw press manufacturer.
2. Screw press manufacturer shall provide all programming and screens required for display, setpoints, alarms and parameter ranges.

P. CONTROL PANEL

1. The Local Control Panel shall include a minimum of the following:
  - a. NEMA 4X Stainless Steel Enclosure.
  - b. Variable Frequency Drive, AB Powerflex 525, for the Screw Press Motor.
  - c. Variable Frequency Drive, AB Powerflex 525, for the Sludge Feed Pump.
  - d. 3% Impedance Line Reactor for each VFD.
  - e. Motor starter for the Conveyor.
  - f. 460V/120V Transformer for 120V/1ph & 24VDC power supply for Polymer Makedown System and Instrumentation listed in paragraph 2.6.
  - g. Surge Protector, 480VAC 3-Phase Delta; 47 to 63 Hz.
  - h. Surge Arrestor, Pluggable type, 150VAC/DC, Square D.
  - i. Ethernet Switch, 8-port.
  - j. Mushroom Head, Red, Process Stop Push Button.
  - k. NEMA 4X Air Conditioner, 200 BTU, Through-Mount, EIC Solutions.

2.9 INSTRUMENTATION

Q. HEADBOX LEVEL TRANSMITTER

1. Screw press manufacturer shall provide a pressure sensing type or radar level indicating transmitter.
2. LEVEL SENSOR
3. Operating Temperature Range: -25 to 200 deg C.
4. Measure Range -0.73 – 14.5 PSI
5. Process Connection 2" DIN 32676
6. Output 4 – 20 mA

R. HI-LEVEL SWITCH

1. MANUFACTURER
  - a. Manufacturer: Warrick 3E2C or equal.
2. MATERIAL

- a. Stainless Steel electrodes, 1/4" diameter.
  - b. Junction Box & Electrode Mounting Assembly: stainless steel.
- 3. STANDARD RELAY
  - a. 10 A resistive at up to 120 VAC, 8-pin socket to be installed in screw press local control panel.
- S. SLUDGE FEED PUMP DRY RUN PROTECTION
  - 1. MANUFACTURER
    - a. Manufacturer: OMRON or equal
  - 2. DESCRIPTION
    - a. Model PT100-E5CSV or equivalent consisting of an RTD probe and temperature controller.
    - b. A Resistance Temperature Detector (RTD) shall be mounted on the housing of the sludge feed pump to measure the temperature of the stator. A temperature controller with a high temperature switch shall be provided and installed in the screw press control panel.
    - c. When the pump is running and a no sludge flow state occurs, the temperature of the stator in the pump will rise until the high temp setpoint is reached as programmed in the temperature controller. The screw press local control panel will shut the pump down and cause an alarm to occur.
- T. SOLENOID VALVES
  - 1. MANUFACTURER
    - a. Manufacturer: ASCO Red Hat or equal
  - 2. DESCRIPTION
    - a. Slow Closing Solenoid Valves, ASCO 8221GXXX or equivalent.
    - b. Pilot operated, normally closed.
    - c. Brass Body, NMR disc, PTFE & MBR Seals, 305SS Core Tube, 430FSS Core & Plugnut, 302SS Springs, & copper shading coil.
    - d. 120V/1ph, 6.1 watts, Class F Coil Insulation.
    - e. 125 psi max differential pressure.
    - f. 150 deg. F maximum fluid temperature

## 2.10 SPARE PARTS

### A. Provided:

- 1. CONTRACTOR shall provide, along with the shop drawings, a list of the manufacturer's recommended spare parts for the specified equipment. The list shall include a description of each spare part, current pricing, and expected delivery time for each part.

## 2.11 ANCHOR BOLTS

Anchor bolts for anchoring the screw press and ancillary equipment to a rigid foundation will be sized by the screw press Manufacturer and provided by the Contractor.



## 2.12 FINISHES

It is the intent of these specifications that equipment, support and accessories be furnished factory shop-primed and finish-painted. Equipment and appurtenances shall be prepared and coated with the manufacturer's standard surface preparation, prime coat and top coat for corrosion resistance. Priming and finish painting shall be as recommended by manufacturer and shall be suitable for describe if applicable (e.g., corrosive atmosphere, high temperature, outdoor operation). Touchup paint shall be provided by manufacturer.

## PART 3—EXECUTION

### 3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions and approved submittals.
- B. The Contractor shall provide all hardware and accessories required for installation.
- C. Anchor bolts are to be sized by Manufacturer and provided by Contractor.
- D. Manufacturer's Field Services.
  - 1. Include the following:
    - a. Inspection and Functional/Operational Testing: One trip with 3 days service.
    - b. Performance Testing/Training: One trip with 2 days service.
  - 2. Additional trips resulting from failed tests shall be the sole responsibility of the manufacturer.

### 3.2 PERFORMANCE TESTING

- A. Performance tests shall be run on the screw press dewatering equipment at the site after installation is completed and after successful completion of all field mechanical and electrical performance tests. The performance tests shall be conducted by the equipment manufacturer's field representative. OWNER's operating personnel will assist in the performance tests. CONTRACTOR shall schedule performance tests with OWNER to minimize the impact on plant operations. CONTRACTOR shall give OWNER notification prior to any performance tests. Tests will be witnessed by OWNER.
- B. The performance test will involve up to eight (8) hours of continuous operation at the specified design sludge feed rate for two days within one week. The actual duration may be limited by the quantity of sludge available at the time of the test. The performance test results shall be used to prove compliance with the specified performance requirements including:
  - 1. Minimum dewatered sludge cake percent solids.
  - 2. Maximum polymer dosage rate.
  - 3. Minimum solids recovery.

- C. Calculations to determine the solids recovery efficiency of the screw press dewatering equipment shall be determined according to the following formula:

$$\% \text{ Recovery} = \frac{C (F-E)}{F (C-E)} \times 100$$

As part of commissioning the equipment, but prior to performance test, screw press dewatering equipment manufacturer shall optimize the centrifuge operation. Commissioning shall include conducting tests to select polymer for performance testing and making all adjustments to the equipment required to meet the performance testing requirements. CONTRACTOR shall also test, start-up, and provide training on all interconnected systems required to operate dewatering system prior to performance testing.

Where:

C = % Cake Solids (Total Solids) (expressed as decimal)

F = % Feed Solids (Suspended Solids) (expressed as decimal)

E = % Pressate Solids (Suspended Solids) (expressed as decimal)

- D. Calculations to determine the polymer usage rate in lb polymer/ton dry solids shall be determined according to the following formula:

$$\text{Polymer Dosage} = \frac{2,000 (P) p}{(F) f}$$

P = Polymer Rates, gpm

p = Polymer Concentration, %

F = Sludge Feed Rates, gpm

f = Sludge Feed Solids Concentration, %

- E. Screw press dewatering equipment manufacturer shall prepare a detailed test procedure for review by OWNER prior to scheduling the performance tests. Procedures shall include forms for data collection, a description of all sample collection methods, and required analyses. Essentially, steady state operation shall be maintained throughout each test.
- F. The screw press dewatering equipment shall achieve compliance with specified performance requirements. Final results of all tests will be determined by averaging the results of individual tests performed during the test period. Acceptable performance will not be required during periods when the influent sludge characteristics are outside the specified conditions.
- G. Laboratory tests shall be performed by an independent testing laboratory acceptable to OWNER and be paid for by CONTRACTOR. Costs for laboratory tests and any other costs associated with the laboratory tests shall be the responsibility of CONTRACTOR. Costs for all chemicals, including polymer and all other costs associated with the commissioning and performance testing of the screw press, shall be the responsibility of the equipment manufacturer. Samples shall be taken as follows at approximately one hour intervals during the test:
1. Influent Solids: The suspended solids concentration of the feed sludge.
  2. Influent Volatile Suspended Solids: The volatile suspended solids

- concentration of the feed sludge.
3. Dewatered Cake Solids: The percent total solids concentration of the dewatered sludge discharged from the screw press.
  4. Pressate Solids: The suspended solids concentration of the pressate discharged from the screw press dewatering equipment.
  5. OWNER may collect and analyze duplicate samples for verification purposes.
- H. A complete solids balance shall be developed by the screw press manufacturer from flow metering of influent sludge, polymer feed, dewatered sludge and pressate together with the solids concentration tests. Solids balance calculations shall be used to verify the accuracy of the measured quantities. Polymer feed rates, in pounds of active polymer per dry ton of solids in feed sludge, shall be measured and recorded during the performance test. Polymer consumption shall be determined by measuring the polymer pump feed rate and the polymer concentration level. The consumption rate shall be measured and recorded at least four times during each performance test.
- I. Should the equipment fail to achieve the specified performance requirements, CONTRACTOR shall modify the equipment as necessary and repeat the test. Costs of modifying equipment, providing additional equipment and all retesting shall be borne by CONTRACTOR. Modifications shall be completed within 60 days of performance testing. Should the equipment fail to meet the specified performance requirements after retesting, the equipment shall be rejected and shall be replaced by CONTRACTOR with acceptable equipment at no additional cost to OWNER.
- J. CONTRACTOR shall prepare a formal test report, including all laboratory analysis reports, all measured flows, all measured power and polymer consumption rates, the solids balances and the percent recovery. Submit six hard copies and an electronic PDF copy of the report to OWNER. Reports shall be tabbed and bookmarked.

#### **END OF SECTION**

## MEASUREMENT AND PAYMENT

### **MP-1 GENERAL**

- A. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the Contract Documents that will be directly paid for at the price bid per unit of measure.
- B. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted BIDDER. Unit price payments will be based upon the measurement of installed items and lump sum shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the Contract Documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price pay item to which it pertains.
- C. Quantities listed in the bid form are estimated and are not guaranteed. Estimated quantities indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows.
- D. No adjustments shall be made to unit prices listed on the bid form, for the measured and determined actual quantities constructed or installed, be they more or less than the estimated quantity.
- E. The CONTRACTOR shall provide temporary walks, fencing, barricades or other protective measures as necessary to ensure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the CONTRACTOR with due regard to location, appearance, and hazard potential to the traveling public.
- F. Temporary construction entrance, temporary surfacing or any interim construction necessary shall be maintained by the CONTRACTOR at all times and shall be constructed of a material approved by the City Engineer. This work shall be subsidiary to other bid items.

### **MP-2 MOBILIZATION**

- A. "Mobilization" shall be measured as a lump sum and shall include contractor profit and overhead, mobilization, access to site, installation and maintenance of construction entrance, utility coordination and misc. appurtenant items necessary for the construction of the improvements.

## MEASUREMENT AND PAYMENT

- B. Payment shall be made at the contract lump sum price bid as shown in the proposal for "Mobilization". Payment shall be full compensation for furnishing all materials, labor, equipment, tools, supplies, traffic control, mobilization and incidental related items necessary for mobilization.

### **MP-3 REMOVAL OF EXISTING BELT PRESS & EQUIPMENT**

- A. "REMOVAL OF EXISTING BELT PRESS & EQUIPMENT" shall be measured as a lump sum for the project includes, but is not limited to, the dewatering, cleaning, hauling and relocating for storage of existing belt press equipment.
- B. Payment shall be made at the contract lump sum price bid as shown in the proposal. Payment shall be full compensation for furnishing all labor, equipment, proper removal, and relocation of existing belt press to Owner's designated location, and all appurtenant work as described in the Contract Documents.

### **MP-4 INSTALLATION OF SCREW PRESS DEWATERING EQUIPMENT**

- A. "INSTALLATION OF SCREW PRESS DEWATERING EQUIPMENT" shall be measured as a lump sum for the project includes, but is not limited to, the delivery, installation, set up and testing.
- B. Payment shall be made at the contract lump sum price bid as shown in the proposal. Payment shall be full compensation for furnishing all labor, equipment, proper installation, set up, testing, all appurtenant work as described in the Contract Documents.

### **MP-4 FORCE ACCOUNT**

- A. The Force Account Item shall be used, at the discretion of the City Project Manager, as a contingency for any unexpected issues.
- B. Payment for work under this item shall be paid for on an extra work basis not to exceed the contract set price for "Force Account." Before the extra work is performed, the Contractor shall submit his proposed price for approval by the Project Manager, and shall have received the written approval of the City Project Manager for the proposed extra work.



## PROPOSER'S AFFIDAVIT

PROJECT # WW1901

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

### Please type or print:

Legal Name of Person, Firm or Corporation: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit  
☐ Partnership ☐ Corporation ☐ Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

- A. He/she is an officer of the organization.
- B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
- C. The Proposer complies with all of the requirements of the Bid.
- D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
- E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):  
Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public) (seal, if any)

My commission expires: \_\_\_\_\_



**BID FORM**  
**PROJECT #WW1901**

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

Bid Tabulation -					
No.	Item	Qty.	Unit	Unit Price	Cost
1	Mobilization	1	LS		
2	Removal of Existing Belt Press & Equipment	1	LS		
3	Installation of Screw Press Dewatering Equipment	1	LS		
4	Force Account	1	LS	\$10,000.00	\$10,000.00
				<b>Subtotal:</b>	

**TOTAL BID (BDP BELT PRESS REPLACEMENT AT KILL CREEK WRRF, Project WW1901)**

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

(seal, if any)

My commission expires: \_\_\_\_\_



## BIDDER'S QUALIFICATION STATEMENT

PROJECT # WW1901

---

1. The name, address, telephone number/fax number/email address of the bidder.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax/Email: \_\_\_\_\_

2. Years in business \_\_\_\_\_

3. List of contractors owned equipment available for this project. Attach as separate submittal, if necessary.

\_\_\_\_\_  
\_\_\_\_\_

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

i. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

ii. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

iii. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_



5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

<b>Role:</b>	<b>Names:</b>	<b>Years Experience:</b>
Project Manager:		
Superintendent:		
Foreman:		
Other Personnel:		

6. List of Proposed Major Subcontractors:

Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

<b>Subcontractor</b>	<b>Address</b>	<b>Phone #</b>	<b>Type/Scope of Work</b>

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

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The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public) (seal, if any)

My commission expires: \_\_\_\_\_



## SUBCONTRACTOR'S QUALIFICATION STATEMENT

PROJECT # WW1901

Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as separate submittals to the Proposal.

1. The name, address, telephone number/fax number/email address of the Subcontractor.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax/Email: \_\_\_\_\_

2. Years in business \_\_\_\_\_

3. List of Subcontractors owned equipment available for this project. Attach as separate submittal, if necessary.

\_\_\_\_\_  
\_\_\_\_\_

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

i. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

ii. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

iii. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager		
Superintendent		
Foreman:		
Other Personnel:		

6. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

---

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of subcontractor's qualifications.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public) (seal, if any)

My commission expires: \_\_\_\_\_



**CERTIFICATE OF NONDISCRIMINATION  
MANDATORY PROVISIONS**

**PROJECT # WW1901**

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K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals \$5,000 or less during the same fiscal year.

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**By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Contractor/Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

CORPORATE SEAL

\_\_\_\_\_  
(Official Title of Signer)



**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

**PROJECT # WW1901**

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

(seal, if any)

My commission expires: \_\_\_\_\_



**BID BOND**

**PROJECT # WW1901**

---

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for the following project:

**PROJECT: BELT PRESS REPLACEMENT AT KILL CREEK WRRF, WW1901**

**NOW THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this/her \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[SEAL]

\_\_\_\_\_  
[Contractor/Principal]

\_\_\_\_\_  
[Title]

ATTEST:

\_\_\_\_\_  
[Secretary]

\_\_\_\_\_  
[Surety Company]

[SEAL]

By:

\_\_\_\_\_  
[Attorney-in-fact]



## MAINTENANCE BOND

PROJECT # WW1901

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### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as the "Principal," hereinafter referred to as "Contractor," and \_\_\_\_\_ as and hereinafter referred to as the "Surety," a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Kansas, are held and firmly bound unto the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITIONS OF THIS BOND are such that:

WHEREAS, Contractor has executed a written Agreement, including the Contract Documents, with City to construct certain improvements referred to as **BELT PRESS REPLACEMENT AT KILL CREEK WRRF, WW1901**, more particularly described in the Agreement and the Contract Documents dated \_\_\_\_\_, 20\_\_\_\_, the Agreement and the Contract Documents are made a part hereof by reference as if fully set out herein.

The Contractor, upon completion of the Agreement and upon acceptance by the City of Gardner, in accordance with the Contract Documents, approved plans and specifications with no unacceptable deviations thereof, has agreed to guarantee and maintain the construction and installation, including all materials and workmanship, for the period of two years beginning on the date that each City so accepts said work, said date being the formal acceptance date.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Agreement or other Contract Documents, Specifications and Plans, to the work to be performed thereunder, or the specifications accompanying the same, shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specification. Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after twenty-four (24) months from the completion of said public improvements.

NOW, THEREFORE, if Contractor has constructed and completed or caused to be constructed and completed the entire improvement in strict compliance with the Agreement and Contract Documents, including all documents incorporated therein, between City and Contractor, and all applicable laws, rules, and regulations such as, but not limited to, those set forth in the Code of the

City including the Minimum Standards for the Design and Construction of Streets, Sanitary Sewers, Water Lines, and Storm Drainage Improvements, completed to the satisfaction of the City Engineer and with such materials and in such manner that the same shall endure without need of repairs or maintenance for a period of (2) two years from and after the completion and acceptance by City's governing Body; and if said improvement shall actually endure without the need of repairs or maintenance for the period of (2) two years from and after the completion and acceptance thereof as aforesaid, then this obligation shall be null and void.

PROVIDED, that if the improvement requires repairs or maintenance within such (2) two year period then this obligation shall remain in full force and effect and Contractor and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in collection of this Maintenance Bond.

PROVIDED, FURTHER, that if said Contractor fails to duly and faithfully guarantee and maintain said work, the Surety will pay for the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
[Contractor/Principal]

\_\_\_\_\_  
[Title]

[SEAL]

\_\_\_\_\_  
[Surety Company]

By:

\_\_\_\_\_  
[Attorney-in-fact]

By:

\_\_\_\_\_  
[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the bond.)





## PERFORMANCE BOND

### PROJECT WW1901

**KNOW ALL MEN BY THESE PRESENTS** that we, the undersigned of \_\_\_\_\_, as Principal, hereinafter referred to as the "Contractor," and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Kansas, hereinafter referred to as the "Surety," are held and firmly bound unto the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made to the City of Gardner, Kansas, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

#### **THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

**WHEREAS**, the above bonded Contractor, has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, executed a written Agreement with the City for furnishing in a good, substantial and workmanlike manner all construction labor, materials, equipment, tools, transportation, superintendence, and other facilities and accessories, for and in connection with the satisfactory and timely performance of all Work and construction of certain improvements referred to as **BELT PRESS REPACEMENT AT KILL CREEK WRRF, WW1901**, more particularly designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents thereto; a copy of said Agreement is attached hereto and made a part hereof.

**NOW THEREFORE**, if said Contractor shall and will, in all particulars promptly and faithfully perform and abide by each and every covenant, condition, and part of said Agreement, and the Conditions, Specifications, Plans and other Contract Documents hereto attached or by reference made a part hereof, according to the true intent and meaning in each case, and said improvements shall be constructed and completed in strict accordance with the Contract Documents, conditions, specifications, plans and other documents, and if said Contractor shall replace all defective parts, material and workmanship for a period of **five (5)** years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

**PROVIDED**, if said Contractor fails in any particulars to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Agreement and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of five (5) years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of five (5) years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED FURTHER**, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation; liability and otherwise, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the Work contracted to be

done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED, FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or the Work to be performed hereunder, or the Specifications, plans or other documents accompanying the same, shall in any way affect its obligations on this Performance Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or to the Work, or to the Specifications, plans and other documents.

**PROVIDED FURTHER**, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent (50%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

**IN TESTIMONY WHEREOF**, the said Contractor has hereunto set his/her hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL] \_\_\_\_\_  
[Contractor/Principal]

\_\_\_\_\_  
[Title]

[SEAL] \_\_\_\_\_  
[Surety Company]

By: \_\_\_\_\_  
[Attorney-in-fact]

By: \_\_\_\_\_  
[Kansas Agent]

**NOTES:**

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.



## STATUTORY PAYMENT BOND

### PROJECT WW1901

---

#### KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "Contractor", and \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Kansas, as "Surety", are held and firmly bound unto the State of Kansas, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

#### THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded CONTRACTOR has, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into an Agreement with the City of Gardner, Kansas, for furnishing all tools, equipment, materials and supplies, performing all labor and constructing **Project: BELT PRESS REPLACEMENT AT KILL CREEK WRRF**, described in the attached Agreement, Contract Documents, Specifications, Plans, and other documents on file in the office of the City Clerk of Gardner, Kansas.

NOW, THEREFORE, if the CONTRACTOR and his SUBCONTRACTORS shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with, or in, or about the construction or making of, public improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvements described in the above-mentioned Agreement and Contract Documents, this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement and the Contract Documents or to the work to be performed thereunder, or the Specifications or Plans accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, Contract Documents or to the Specifications or Plans.

PROVIDED FURTHER, that the surety agrees that any person to whom there is due any sum for supplies, materials, or labor, as herein before stated, or his assigns, may bring an action on this bond for the recovery of the indebtedness; PROVIDED, that no action shall be brought on the bond after six (6) months from the completion of said public improvements.

PROVIDED FURTHER, that it is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent (50%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement as so amended. The term "amendment," wherever used in this bond and whether referring to this bond or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

IN TESTIMONY WHEREOF, the CONTRACTOR has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its attorney-in-fact duly authorized to do so at \_\_\_\_\_ on this, the day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
[Contractor/Principal]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Surety Company]

[SEAL]

By:

\_\_\_\_\_  
[Attorney-in-fact]

By:

\_\_\_\_\_  
[Kansas Agent]

NOTE:

1. A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars (\$100,000) in accordance with K.S.A. 60-1111 as amended.
2. Contractor shall be responsible for seeing to it that this Statutory Bond is filed with the Clerk of the District Court for Johnson County, Kansas.
3. Date on bond must not be prior to date of contract.
4. If Contractor is partnership, all partners should execute bond.
5. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Kansas.
6. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

**PROPOSER'S AFFIDAVIT****PROJECT #** WW1901

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

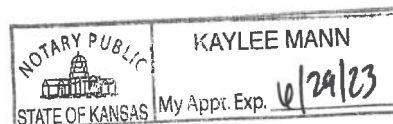
**Please type or print:**Legal Name of Person, Firm or Corporation: Crossland Heavy Contractors, Inc.Address: 501 S. EAST AVECity/State/Zip: Columbus, KS 666725Contact Person: Brick LowePhone: 816-960-4553 Email: elowe@heavycontractors.comFederal ID #: 48-1131853Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit  
☐ Partnership ☒ Corporation ☐ Joint VentureAttach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

- A. He/she is an officer of the organization.
- B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
- C. The Proposer complies with all of the requirements of the Bid.
- D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
- ☒ E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.: 1 Dated: 11-18-2020  
Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_Authorized Signature: [Signature] Date: 12-2-2020  
(Title) Mark Sell, PresidentSubscribed and sworn to before me this 2nd day of December, 2020 by Mark Sell[Signature]  
(Signature of Notary Public)

(seal, if any)

My commission expires: 6/29/23

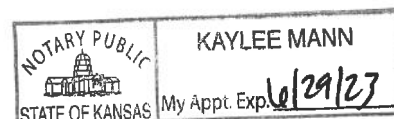
**BID FORM****PROJECT #WW1901**

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

Bid Tabulation -					
No.	Item	Qty.	Unit	Unit Price	Cost
1	Mobilization	1	LS	10,000 <sup>00</sup>	10,000 <sup>00</sup>
2	Removal of Existing Belt Press & Equipment	1	LS	10,000 <sup>00</sup>	10,000 <sup>00</sup>
3	Installation of Screw Press Dewatering Equipment	1	LS	412,000 <sup>00</sup>	412,000 <sup>00</sup>
4	Force Account	1	LS	\$10,000.00	\$10,000.00
				<b>Subtotal:</b>	<b>442,000<sup>00</sup></b>

**TOTAL BID (BDP BELT PRESS REPLACEMENT AT KILL CREEK WRRF, Project WW1901)**442,000<sup>00</sup>Authorized Signature: [Signature] Date: 12-2-2020Name and Title: Mark Sell, PresidentSubscribed and sworn to before me this 2<sup>nd</sup> day of December, 2020 by Mark Sell.[Signature]  
(Signature of Notary Public)

(seal, if any)

My commission expires: 6/29/23



**BID BOND**

**PROJECT # WW1901**

**KNOW ALL MEN BY THESE PRESENTS**, that Crossland Heavy Contractors, Inc. as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland a corporation duly organized under the laws of the State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of \*\*\*Five Percent of Amount Bid\*\*\* Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for the following project:

**PROJECT: BELT PRESS REPLACEMENT AT KILL CREEK WRRF, WW1901**

**NOW THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this/her 2nd day of December, 2020.

Crossland Heavy Contractors, Inc., PO Box 350, Columbus, KS 66725

[SEAL]

[Signature]  
[Contractor/Principal]

Mark Sell, President

[Title]

ATTEST:

[Signature]  
[Secretary]

Holly Rhodes

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196

[Surety Company]

[SEAL]

By:

[Signature]  
[Attorney-in-fact]

Carolyn J. Johnson



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **S. Mark WILKERSON, Kelly E. KIMMEL, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Carolyn J. JOHNSON and Katherine J. BREIT**, all of Overland Park, Kansas, **EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of June, 2019.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 12th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



# CROSSLAND HEAVY CONTRACTORS


501 S. East Avenue  
P.O. Box 350  
Columbus, KS 66725  
tel 620.429.1410  
fax 620.429.2977

## Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 2nd day of December, 2016, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Justin Lillie, Dan Thompson or Ivan Crossland, Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All documents signed by Mark Sell, Chris Walters, Justin Lillie, Dan Thompson or Ivan Crossland, Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.

  
Mark Sell, President


ATTEST:   
Holly Rhodes, Secretary



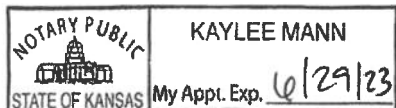
State of Kansas, County of Cherokee:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Mark Sell, President of Crossland Heavy Contractors, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.

In witness thereof I have set my hand and affixed my seal this 2nd day of Dec. 2020.

  
Notary Public

My Commission Expires: 6/29/23



# STATE OF KANSAS

OFFICE OF  
SECRETARY OF STATE  
BILL GRAVES



To all to whom these presents shall come, Greetings:

I, BILL GRAVES, Secretary of State of the state of Kansas, do hereby certify that I am the custodian of records of the State of Kansas relating to corporations and that I am the proper official to execute this certificate.

I FURTHER CERTIFY THAT

CROSSLAND HEAVY CONTRACTORS, INC.

is a regularly and properly organized corporation under the laws of the state of KANSAS, having been incorporated in Kansas on the 28th day of April, A.D. 1993 and has paid all fees and franchise taxes due this office and is in good standing according to the records now on file in the office of Secretary of State.

In testimony whereof:  
I hereto set my hand and cause  
to be affixed my official seal.  
Done at the City of Topeka, this  
27th day of May, A.D. 1993

A handwritten signature in cursive script that reads "Bill Graves".

BILL GRAVES  
SECRETARY OF STATE

BY

A handwritten signature in cursive script that reads "Della M. Roe".

ASSISTANT SECRETARY OF STATE



**CERTIFICATE OF NONDISCRIMINATION  
MANDATORY PROVISIONS**

**PROJECT # WW1901**

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals \$5,000 or less during the same fiscal year.

**By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.**

DATE: 12-2-2020

Crossland Heavy Contractors, Inc.  
Contractor/Principal

By:

[Signature]  
Signature

CORPORATE SEAL

Mark Sell, President  
(Official Title of Signer)



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

PROJECT # WW1901

STATE OF Kansas )  
COUNTY OF Cherokee )

Mark Sell, being first duly sworn deposes and says that:

- (1) He is President of Crossland Heavy Contractors, Inc., the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [Signature]

Name: Mark Sell

Title: President

Bidder: Crossland Heavy Contractors, Inc.

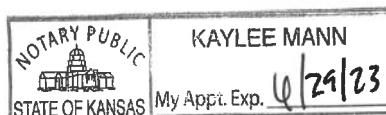
Subscribed and sworn to before me this 2nd day of December, 2020 by

Mark Sell

[Signature]  
(Signature of Notary Public)

My commission expires: 6/29/23

(seal, if any)





## BIDDER'S QUALIFICATION STATEMENT

PROJECT # WW1901

1. The name, address, telephone number/fax number/email address of the bidder.

Name: Crossland Heavy Contractors, Inc.

Address: 501 S. EAST AVE Columbus, KS 66025

Phone/Fax/Email: 620-424-1410 / 620-424-2977 / elowe@heavycontractors.com

2. Years in business 27

3. List of contractors owned equipment available for this project. Attach as separate submittal, if necessary.

See attached

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

- i. Name of Client: City of Gardner Date of Project: 2018-2019

Contact Person: Jeff LeMire email: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: New concrete wetwell, relocation of 3 submersible pumps, addition of 2 new submersible pumps, fence replacement, site grading, site piping to steel tank.

- ii. Name of Client: Board of County Commissioners of Johnson Co Date of Project: 2016

Contact Person: Patrick Denning Phone: 913-715-8562

Description of Project: Construction of a new 60' x 43'0" Aeration Basin & piping  
Cons of final flow splitter box, Clarifier, RAS/WWS Pump Station.

- iii. Name of Client: Water District No 1 of Johnson Co Date of Project: 2016

Contact Person: Hankley Barker email: \_\_\_\_\_ Phone: 913-895-5824

Description of Project: 7.5 million gallon below grade Cast in place concrete  
reservoir, 35 MGOPS, piping, valve vaults, site work, seeding, landscaping

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years Experience:
Project Manager:	Matt Rippe	10 Years
Superintendent:	Ben Schmidt	8 Years
Foreman:		
Other Personnel:		

6. List of Proposed Major Subcontractors:

Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

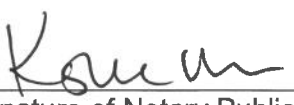
Subcontractor	Address	Phone #	Type/Scope of Work
R.L. Yates Electric Inc	1401 Burlington St North Kansas City, MO 64116	816-421-8343	Electrical < 5% of Total

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

Authorized Signature:  Date: 12-2-2020  
Mark Sell (Title) President

Subscribed and sworn to before me this 2nd day of December, 2020 by  
Mark Sell

  
(Signature of Notary Public)

(seal, if any)

My commission expires: 6/29/23





**Current EMS Equipment Locations  
Crossland Heavy Contractors**

Page: 1  
EqCurLocRpt.plt

Category/Equip#	Description	Location	Status	Status Date
<b>Aggregate Processing</b>				
CHC 26-1832	(2011) G12-3 Z SCREEN	KS YARD	Avail	10/05/16
CHC 34-1185	(1988) BEDDING CONVEYOR	KS YARD: COLUMBUS YARD	OnRent	03/12/18
<b>Air Compressor</b>				
CHC 17-1035	(2008) SULLAIR AIR 185 CFM AIR COMP	CHCCONC: CHC CONCRETE	OnRent	05/02/16
CHC 17-1831	(2004) INGERSOL RAND 185 CFM COMP	OK YARD	OOS	12/12/14
CHC 17-1989	(2005) INGERSOL RAND 185 CFM COMP	17K10WP: PUBLIC WHOLESALE WATER	OnRent	02/05/18
CHC 17-2221	(2006) AIR COMPRESSOR, IR 185 CFM	16O39SP: HAIKEY CREEK WWTP FLOW	OffRent	03/14/18
CHC 18-0123	COMPRESSOR, IR PORTABLE		Assigned	04/12/17
<b>Backhoe</b>				
CHC 06-0078	(2015) BACKHOE, CAT 420F (5 BCKTS, FORKS)	17KS38JH0C: CENTRAL GREEN -SHELL BLDG	OnRent	02/19/18
CHC 06-0781	(2012) BACKHOE, CAT 420F IT	15AR34JEW: HWY 264 - Pleasant Grove	OnRent	02/24/17
CHC 06-0964	(2013) BACKHOE, CAT 420F IT	18A06UT: CRYSTAL FLATS WATER MAIN	OnRent	02/12/18
CHC 06-0994	(2015) BACKHOE, CAT 420F (5 BCKTS, FORKS)	17AR25DSUC: Hog Wild Phase II	OnRent	02/19/18
CHC 6-1774	(2001) NEW HOLLAND TRACTOR	KS YARD	InYard	12/12/17
<b>Boom/Misc Truck</b>				
CHC 3-1369	(2000) INT'L 4700-02 DUMPTRUCK	KS YARD	InYard	01/12/18
<b>Crane</b>				
CHC 39-1221	(2007) CRANE, TEREX HC165	17K10WP: PUBLIC WHOLESALE WATER	OnRent	09/09/17
CHC 39-1284	CRANE, GROVE RT875BXL	17OK01ASLA: Holland Hall Student Comm	OnRent	03/07/18
CHC 39-1336	(2009) CRANE, KOBELCO 160TN	SJOK-OSGPK: OSAGE PARKING GARAGE EREC	OnRent	02/23/18
CHC 39-1428	(2011) CRANE, TEREX HC80	17O24SP: LYNN LANE WWTP HEADWORKS	OnRent	03/15/18
CHC 39-1898	CRANE, TEREX RT555	17OK39CLFA: Expo Square Projects	OnRent	02/08/18
<b>Dozer</b>				
CHC 05-0632	(2016) DOZER, CAT D5K W/GPS RIPPERS GPS	16AR34ROWD: Hwy 62/102 Imp & 8th St Widening	OnRent	11/21/17
CHC 5-1266	(2011) CAT D5K	17O15SD: FRED CREEK DRAINAGE	OnRent	03/09/18
CHC 5-1373	(2003) CAT D5N	Roger Renn	Avail	03/16/18
CHC 5-1969	(2004) CAT D3G DOZER	17K10WP: PUBLIC WHOLESALE WATER	OffRent	03/24/18
CHC TestCHC1	Dozer, Testing only	99KS01TEST: TESTING JOB FOR APP	OnRent	02/01/18
<b>Excavator</b>				
CHC 07-0020	(2013) EXCAVATOR, CAT 308E (C,TC,HT)	17O05RD: NA ZONE 3004	OnRent	03/02/18
CHC 07-0262	(2012) EXCAVATOR, CAT 308D (C,TC)	17AR12TMAA: VBT Flight Centre	OnRent	03/16/18
CHC 07-0360	(2012) EXCAVATOR, CAT 321 DL (C,TC)	15AR34JEW: HWY 264 - Pleasant Grove	OnRent	12/18/17
CHC 07-0663	(2012) EXCAVATOR, CAT 308E (C,TC)	17MO10BWCE: Hampton Inn - Crossroads	OnRent	03/14/18
CHC 07-1048	(2012) EXCAVATOR, CAT 308 (C,TC)	OK YARD	InYard	03/14/18
CHC 07-1061	(2013) EXCAVATOR, JD 245 GLC ( C ) NO AUX	16O26RD: 36TH ST N & LEWIS AVE	OnRent	01/16/18
CHC 07-1089	(2012) EXCAVATOR, DOOSAN DX300LC (C,TC)	17OK25JSUD: KCL Airpark	OnRent	03/19/18
CHC 07-1244	(2009) EXCAVATOR, CAT 308D (C,TC)	17O27RD: PAYNE COUNTY PEDESTRIAN	OnRent	02/16/18
CHC 07-1266	(2012) EXCAVATOR, CAT 312 EL ( C )	15AR34JEW: HWY 264 - Pleasant Grove	OnRent	01/30/18
CHC 07-1343	(2013) EXCAVATOR, CAT 328DLCR (C,TC)	18A06UT: CRYSTAL FLATS WATER MAIN	OnRent	03/07/18
CHC 07-1410	(2013) EXCAVATOR, CAT 321 (C,TC)	17O15SD: FRED CREEK DRAINAGE	OnRent	03/05/18
CHC 07-1602	(2012) EXCAVATOR, CAT 349EL C,TC)	16AR34ROWD: Hwy 62/102 Imp & 8th St Widening	OnRent	09/15/17
CHC 07-1701	(2012) EXCAVATOR, CAT 336 (C,TC)	17K10WP: PUBLIC WHOLESALE WATER	OnRent	01/02/18
CHC 07-1896	(2012) EXCAVATOR, CAT 305E (C,TC)	16O26RD: 36TH ST N & LEWIS AVE	OnRent	03/24/17
CHC 13-0012	(2018) EXCAVATOR, CAT 305E (C,TC,2W,4 BUCKETS)	18MO03TBHD: Carthage Fire Station No.	OnRent	03/23/18
CHC 13-0058	(2012) EXCAVATOR, CAT 308 (C,TC)	16A16RD: MONTE NE ROAD REALIGNMENT	OnRent	02/08/18
CHC 13-0211	(2013) EXCAVATOR, CAT 329EL (C,TC)	15OK43RYEA: THE GATHERING PLACE	OnRent	01/24/18
CHC 13-0254	(2017) EXCAVATOR, CAT 316F (C,TC)	18A03UT: HOG WILD PHASE II	OnRent	03/02/18
CHC 13-0425	(2017) EXCAVATOR, CAT 305E (C,TC,4W,4 BUCKETS)	15AR34JEW: HWY 264 - Pleasant Grove	OnRent	01/03/18

Category/Equip#	Description	Location	Status	Status Date
<b>Excavator</b>				
CHC 13-0472	(2013) EXCAVATOR, CAT 320 EL (C,TC)	17026SL: KAISER-CEDAR CREEK	OffRent	03/21/18
CHC 13-0493	(2014) EXCAVATOR, JD 210G (C,TC)	17K558CDAC: Air Capital North Hanger	OnRent	02/14/18
CHC 13-0848	(2018) EXCAVATOR, CAT 308E (C,TC,2W,4 BUCKETS)	15OK43RYEA: THE GATHERING PLACE	OnRent	01/04/18
CHC 13-0857	(2017) EXCAVATOR, JD 350G (C,TC)	17015SD: FRED CREEK DRAINAGE	OnRent	03/26/18
CHC 13-0902	(2012) EXCAVATOR, CAT 308 (C,TC)	17OK25JSUD: KCL Airpark	OnRent	03/14/18
CHC 13-0950	(2017) EXCAVATOR, CAT 305.5E(C,TC,4W,4 BUCKETS)	16AR34ROWD: Hwy 62/102 Imp & 8th St Widening	OnRent	03/09/18
CHC 7-1250	(2005) CAT 345C HT EXCAVATOR	17O24SP: LYNN LANE WWTP HEADWORKS	OnRent	02/05/18
CHC 7-1267	(2011) EXCAVATOR, CAT 321 DCLR (C,TC)	16AR34ROWD: Hwy 62/102 Imp & 8th St Widening	OnRent	03/12/18
CHC 7-1291	(2008) EXCAVATOR, CAT 308 (C,TC)	KS YARD	Avail	01/26/18
CHC 7-1511	(2011) EXCAVATOR, CAT 315DL (C,TC)	17O15SD: FRED CREEK DRAINAGE	OnRent	03/19/18
<b>Fork Lifts -Straight Mast</b>				
CHC 36-0671	(2009) FORKLIFT, INDUSTRIAL CASE 586G	KS YARD	Avail	01/18/16
CHC 36-1269	(2008) TAYLOR 36000# LIFT	KS YARD	InYard	05/01/17
CHC 36-1430	(2004) YALE FORKLIFT 5000LB	KS YARD: COLUMBUS YARD	OOS	05/17/16
CHC 36-1999	(2005) FORKLIFT, FG45T-6	tulsa shop	Avail	02/26/18
<b>Grader</b>				
CHC 08-0930	(2012) GRADER, JD 770GP	16AR34ROWD: Hwy 62/102 Imp & 8th St Widening	OnRent	12/06/17
<b>Light Plant</b>				
CHC 43-1220	(2003) GENIE TML400 LIGHT PLANT	KS YARD	Avail	02/14/18
CHC 43-1773	(2005) GENIE TML 06 LIGHT PLANT	KS YARD	InYard	11/01/17
<b>Loader</b>				
CHC 10-0220	(2015) LOADER, JD 204K WHEELED	16O26RD: 36TH ST N & LEWIS AVE	OnRent	01/02/18
CHC 10-0511	(2014) LOADER, WHEEL CAT 930K	17K10WP: PUBLIC WHOLESALE WATER	OffRent	02/12/18
CHC 10-0671	(2014) LOADER, WHEEL CAT 930K	17O15SD: FRED CREEK DRAINAGE	OnRent	02/06/18
CHC 10-0685	(2014) LOADER, WHEEL CAT 930K	17A19UT: MCKEE FOODS - SITE	OffRent	03/12/18
CHC 10-0880	(2015) LOADER, WHEELED JD 544K	17A16RD: NW 3RD STREET PHASE III	OnRent	01/08/18
CHC 29-0124	(2015) LOADER, WHEEL JD 204K	18A07UT: STOCK SUPPLY	OffRent	03/23/18
CHC 29-0315	(2015) LOADER, WHEEL JD 204K	17O30SL: OKEENE WASTEWATER SYSTEM	OnRent	03/12/18
CHC 29-1211	(2004) KOMATSU WA250L-5 WHEEL LOADER	PREFAB	OnRent	10/07/14
CHC 29-1248	(2006) KOMATSU WA250L-5 WHEEL LOADER	17O24SP: LYNN LANE WWTP HEADWORKS	OnRent	02/12/18
CHC 29-1297	(2007) KOMATSU 320-5L	16O38LS: R.L. JONES LIFT STATION	OnRent	09/08/17
CHC 29-1428	(2006) 963 CAT TRACKLOADER	Colby Mitc	Avail	03/15/18
CHC 29-1696	(2006) WA 250 5-L LOADER	16O39SP: HAIKEY CREEK WWTP FLOW	OnRent	08/14/17
<b>Pavers</b>				
CHC 28-0013	(2013) PAVER, BRIDGE ROLLER	16AR34ROWD: Hwy 62/102 Imp & 8th St Widening	OffRent	07/12/17
CHC 28-0182	(2016) PAVER, GOMACO GP2600	CHCCONC: CHC CONCRETE	OnRent	03/01/18
CHC 28-0191	TRIMMER/PLACER, GOMACO 9500	CHCCONC: CHC CONCRETE	OnRent	03/01/18
CHC 28-0272	(2016) TEXTURE CURE MACHINE, TC600	CHCCONC: CHC CONCRETE	OnRent	03/01/18
CHC 28-0722	(2017) PAVER, TRIPLE ROLLER TUBE	CHCCONC: CHC CONCRETE	OnRent	11/01/17
CHC 28-1851	CEDAR RAPIDS VR361 PAVER	KS YARD	InYard	01/17/17
<b>Roller</b>				
CHC 11-0137	(2011) ROLLER, CAT CS44 SD	16AR34ROWD: Hwy 62/102 Imp & 8th St Widening	OnRent	09/07/17
CHC 11-0368	(2012) ROLLER, CAT CS44 SD	17O29RD: MIDWEST CITY TRAIL	OffRent	03/12/18
CHC 11-0502	(2013) ROLLER, CAT CS44 SD	15AR34JEW: HWY 264 - Pleasant Grove	OnRent	05/31/17
CHC 11-1651	(2008) VOLVO SD70D 66" SOIL ROLLER	17AR33DSWL: Stock Supply	OnRent	03/12/18
<b>Scissor Lift</b>				
CHC 46-1550	(2014) SCISSOR LIFT, SKYJACK 3226	KS YARD	InYard	01/26/16
CHC 46-1555	(2014) SCISSOR LIFT, SKYJACK 3226	KS YARD	Avail	03/23/17



Category/Equip#	Description	Location	Status	Status Date
<b>Skidsteer</b>				
CHC 20-0059	(2018) CAT 279D SKIDSTEER, TRACKED	17KS41MWUC: Randy Curnow Collision Ce	OnRent	02/08/18
CHC 20-0076	(2018) CAT 289D SKIDSTEER, TRACKED	17OK25JSUD: KCL Airpark	OnRent	12/26/17
CHC 20-0198	(2016) CAT 289D SKIDSTEER, TRACKED	17K10WP: PUBLIC WHOLESALE WATER	OnRent	11/10/17
CHC 20-0299	(2016) CAT 289D SKIDSTEER, TRACKED	17K02WP: PWWSD NO 25 CONTRACT	OnRent	02/05/18
CHC 20-0300	(2016) CAT 289D SKIDSTEER, TRACKED	17AR12TMAA: VBT Flight Centre	OnRent	03/19/18
CHC 20-0327	(2017) CAT 289D SKIDSTEER, TRACKED	15OK43RYEA: THE GATHERING PLACE	OnRent	01/08/18
CHC 20-0454	(2016) CAT 289D SKIDSTEER, TRACKED	15AR34JEWG: HWY 264 - Pleasant Grove	OnRent	10/04/17
CHC 20-0762	(2017) CAT 289D SKIDSTEER, TRACKED	17O05RD: NA ZONE 3004	OnRent	01/08/18
CHC 20-0857	(2018) CAT 289D SKIDSTEER, TRACKED	17OK17BASA: Grove Dental	OnRent	12/27/17
CHC 20-0866	(2018) CAT 289D SKIDSTEER, TRACKED	15OK43RYEA: THE GATHERING PLACE	OnRent	01/08/18
CHC 20-1301	(2016) CAT 289D SKIDSTEER, TRACKED	17O15SD: FRED CREEK DRAINAGE	OnRent	02/07/18
CHC 29-0206	(2015) CAT 289D SKIDSTEER, TRACKED	18AR04ROVD: Project Mercury - Silgan	OnRent	03/14/18
CHC 29-0240	(2015) CAT 289D SKIDSTEER, TRACKED	16OK34RYMA: Osage Tulsa Casino	OnRent	10/16/17
CHC 29-0893	(2015) CAT 279D SKIDSTEER, TRACKED	16A16RD: MONTE NE ROAD REALIGNMENT	OnRent	11/09/16
CHC 29-1517	(2012) CAT 279C MULTI TERRAIN LOADER	16AR34ROWD: Hwy 62/102 Imp & 8th St Widening	OnRent	11/28/17
CHC 29-1973	(2015) CAT 279D SKIDSTEER, TRACKED	17KSS1NPLD: Emporia State University	OnRent	12/15/17
<b>Trench Equipment</b>				
CHC 41-0015	(2008) ROCK HOPPER, 1.4 CY	17O15SD: FRED CREEK DRAINAGE	OnRent	02/06/18
CHC 41-0927	ROCK HOPPER, 2 CY	KS YARD	InYard	
CHC 41-1144	(2009) ROCK HOPPER, GARBRO 2CY	17K10WP: PUBLIC WHOLESALE WATER	OnRent	01/25/18
CHC 41-1167	(2009) ROCK HOPPER, 2 CY	KS YARD	Avail	
CHC 41-1458	ROCK HOPPER, 2 CY	KS YARD	InYard	09/21/17
CHC 41-1569	(2010) ROCK HOPPER, 6 CY	KS YARD	Avail	
CHC 41-1965	(2013) ROCK HOPPER 2YD			
CHC 42-0001	(2015) TRENCH BOX, MOD ALUM PANELS	18A03UT: HOG WILD PHASE II	OnRent	02/28/18
CHC 42-0002	(2010) ROCK HOPPER, GARBRO 4 CY	KS YARD	InYard	01/25/18
CHC 42-0010	TRENCH BOX, 8 X 16, 4 IN WALL	KS YARD	InYard	10/06/16
CHC 42-0011	TRENCH BOX, 4 X 20 X 2 X 1/4 (ONE PC)	KS YARD	OOS	
CHC 42-0012	TRENCH BOX, 8 X 24, 6 IN WALL	MO YARD	OOS	06/20/16
CHC 42-0013	(2010) TRENCH BOX, 8 X 16, 4 IN WALL	KS YARD	InYard	01/16/18
CHC 42-0022	TRENCH BOX, 8 X 24, 4 IN WALL	MO YARD	OOS	06/20/16
CHC 42-0053	TRENCH BOX, 8 X 8, 4 IN WALL	MO YARD	OOS	06/20/16
CHC 42-0117	TRENCH BOX, 8 X 24, 8 IN WALL	OK YARD	InYard	10/31/16
CHC 42-0175	TRENCH BOX, 8 X 20, 4 IN WALL, KNIFE EDG	KS YARD	InYard	12/27/17
CHC 42-0210	BEDDING BOX, 15 CY	KS YARD	InYard	11/14/17
CHC 42-0255	TRENCH BOX, 16 X 4, 4 INCH WALL	KS YARD: COLUMBUS YARD	OOS	
CHC 42-0323	TRENCH BOX, 8 X 24, 6 IN WALL	KS YARD	OOS	
CHC 42-0328	(2005) TRENCH BOX, MANHOLE 8X12	KS YARD	InYard	01/16/18
CHC 42-0329	(2005) TRENCH BOX, MANHOLE 8X12	17A17PS: RIVERLYN WASTEWATER PUMP	OnRent	09/12/17
CHC 42-0336	TRENCH BOX, 8 X 8, 4 IN WALL	KS YARD	OOS	
CHC 42-0372	TRENCH BOX, 8X20, 6 IN WALL, KNIFE EDGE	KS YARD	InYard	12/27/17
CHC 42-0383	(2014) TRENCH BOX, 8 X 24	KS YARD	InYard	01/23/18
CHC 42-0478	(2010) TRENCH BOX, 8 X 8, 4 IN WALL	KS YARD	OOS	
CHC 42-0481	TRENCH BOX, 8 X 24, 6 IN WALL	MO YARD	OOS	
CHC 42-0508	TRENCH BOX, 8 X 20, 4 IN WALL	KS YARD	OOS	06/14/16
CHC 42-0636	(2016) TRENCH BOX, MANHOLE, 10 X 12	16O38LS: R.L. JONES LIFT STATION	OffRent	03/09/18
CHC 42-0637	TRENCH BOX, 8 X 16, 4 IN WALL	KS YARD	OOS	
CHC 42-0666	TRENCH BOX, 12 X 8, 4 INCH WALL	KS YARD	OOS	

Category/Equip#	Description	Location	Status	Status Date
<b>Trench Equipment</b>				
CHC 42-0680	TRENCH BOX, 8 X 16, 4 INCH WALL	KS YARD	OOS	
CHC 42-0709	TRENCH BOX, 8 X 8, 4 INCH WALL	KS YARD	OOS	
CHC 42-0780	TRENCH BOX, 4 X 16, 4 INCH WALL	KS YARD	InYard	03/14/18
CHC 42-0846	TRENCH BOX, 4 X 24, 6 INCH WALL	KS YARD	InYard	09/21/17
CHC 42-0847	BEDDING BOX, 12 CY	16038LS: R.L. JONES LIFT STATION	OffRent	03/05/18
CHC 42-0880	(2014) TRENCH BOX, 8 X 24 6 IN WALL, KNIFE EDGE	16038LS: R.L. JONES LIFT STATION	OffRent	03/09/18
CHC 42-0925	TRENCH BOX, 8 X 16, 4 IN WALL	MO YARD	InYard	
CHC 42-1013	(2000) TRENCH BOX, 8 X 16, 4 IN WALL	MO YARD	OOS	
CHC 42-1176	(2005) TRENCH BOX, 4 X 16, 4 IN WALL	KS YARD: COLUMBUS YARD	InYard	01/03/18
CHC 42-1197	(2009) TRENCH BOX, 8 X 24, 4 IN WALL	KS YARD	InYard	01/23/18
CHC 42-1208	(2010) TRENCH BOX 10 X 24	KS YARD	InYard	05/10/16
CHC 42-1281	TRENCH BOX, 8 X 12, 4 IN WALL	16039SP: HAIKEY CREEK WWTP FLOW	OnRent	12/11/17
CHC 42-1553	(2009) TRENCH BOX, 8 X 24, 4 IN WALL	KS YARD	InYard	08/03/16
CHC 42-1554	(2005) TRENCH BOX, 8 X 20, 4 IN WALL KNIFE EDGE	KS YARD	InYard	11/06/17
CHC 42-1574	(2007) BEDDING BOX, 9 CY	KS YARD	InYard	11/06/17
CHC 42-1575	(2004) TRENCH BOX, 8 X 20, 4 IN WALL	16038LS: R.L. JONES LIFT STATION	OffRent	10/09/17
CHC 42-1637	(2016) TRENCH BOX, MANHOLE, 10 X 12	16038LS: R.L. JONES LIFT STATION	OffRent	05/31/17
CHC 42-1678	TRENCH BOX, 8 X 20, 4 IN WALL	KS YARD	OOS	
CHC 42-1681	TRENCH BOX, 8 X 16, 4 IN WALL KNIFE EDGE	KS YARD	InYard	01/16/18
CHC 42-1712	(2007) TRENCH BOX, 8 X 16, 6 IN WALL	KS YARD	InYard	03/14/18
CHC 42-2013	TRENCH BOX, 4 X 24, 4 IN WALL	KS YARD	InYard	04/27/17
CHC 42-2473	MISER BOX (BEDDING BOX)	KS YARD	OOS	
CHC 42-2481	TRENCH BOX, 8 X 24, 6 IN WALL BOX	16038LS: R.L. JONES LIFT STATION	OffRent	03/09/18
CHC 42-2482	(2010) TRENCH BOX, 8 X 24, 6 IN WALL	16039SP: HAIKEY CREEK WWTP FLOW	OnRent	11/15/17
CHC 42-2483	(2010) TRENCH BOX, 8 X 24, 6 IN WALL	16039SP: HAIKEY CREEK WWTP FLOW	OnRent	11/15/17
CHC 42-2484	TRENCH BOX, 8 X 24, 4 IN WALL	KS YARD	OOS	
<b>Water Pumps</b>				
CHC 20-1442	(2008) 6" THOMPSON TRASH PUMP W/ TRAILER	KS YARD	InYard	08/08/17
CHC 20-1601	(2009) 6" PIONEER HYDRAULIC SUBMERSIBLE PUMP	170K46RMWD: ODOT SSP-158C(116) COUNTY	OnRent	01/08/18
CHC 20-1602	(2009) 8" PIONEER HYDRAULIC SUBMERSIBLE PUMP	KS YARD	Avail	02/16/18
CHC 20-1603	(2009) 12" PIONEER HYDRAULIC SUBMERSIBLE PUMP	170K46RMWD: ODOT SSP-158C(116) COUNTY	OffRent	03/06/18
CHC 20-1864	(1999) 6" WACKER TRASH PUMP W/ TRAILER	MO YARD	Avail	
<b>Water Trucks/Trailers</b>				
CHC 03-0794	(2006) TRUCK, WATER 2000 GAL	150K43RYEA: THE GATHERING PLACE	OnRent	03/07/18
CHC 23-1050	(2012) WATER TRAILER, 1050 GALLON	KS YARD	InYard	12/05/17
CHC 3-1365	(2000) INTERNATIONAL WATER TRUCK	KS YARD	InYard	03/22/18
CHC 4-9301	(2000) WATER TRAILER, LEDWELL 500 GALLON	16026RD: 36TH ST N & LEWIS AVE	OnRent	03/08/18
CHC 4-9731	(1999) WATER TRAILER, LEDWELL 500 GALLON	17027RD: PAYNE COUNTY PEDESTRIAN	OnRent	02/16/18



## **GARDNER, KANSAS UTILITIES DEPARTMENT**

Electric Administration Building  
1150 E Santa Fe St  
Gardner, KS 66030  
PHONE (913) 856-0980

### **ADDENDUM NO. 1 BELT PRESS REPLACEMENT AT KILL CREEK WRRF PROJECT ID: WW #1901**

Bid Opening: **12:00 PM, December 2, 2020**

The following changes and amendments are made a part of the Contract Documents for the **Belt Press Replacement at Kill Creek WRRF** project. All other items and conditions of the Plans and Contract Documents remain unchanged.

#### **ADDENDA TO THE CONTRACT DOCUMENTS:**

1. **MAINTENANCE BOND:** Replace pages 52 through 53 in entirety with attached Maintenance Bond document.

#### **CLARIFICATIONS**

1. Pre-approval equal of proposed equipment:

To have additional equipment not listed RFP to be considered a pre-approved equal, please provide documentation listed below to be reviewed. Upon completion of review, documentation will be provided for any of the approved proposed equipment items.

Provide written confirmation that the proposed equipment will meet the following expectations in the Special Conditions sections listed below. Where items differ in the sections below, please submit a side by side comparison showing the items you are requesting to be approved.

- 1.2 References
- 1.4 Warranty
- 1.5 Quality Assurance

#### **2.3 SYSTEM DESIGN REQUIREMENTS:**

##### **A. Screw Press Minimum Performance Requirements**

Type of Sludge	Municipal WAS or Aerobically
Digested	
Feed Solids, % total solids (TS)	1.0% Total Solids or greater
Discharge Solids, % TS	15% Total Solids or higher+ with
polymer addition	
Design Inlet Capacity	560 Dry Lbs. / Hr., not to exceed
105 GPM.	

2.4 Screw Press  
 2.5 DRIVE SYSTEM  
 2.6 FLOCCULATION TANK  
 2.7 MADE-DOWEN POLYMER PUMP  
 2.8 SLUDGE FEED PUMP  
 2.9 INSTRUMENTATION  
 2.10 SPARE PARTS  
 2.11 ANCHOR BOLTS  
 2.12 FINISHES

3.1 INSTALLATION  
 3.2 PERFORMANCE TESTING

## **ATTACHMENTS**

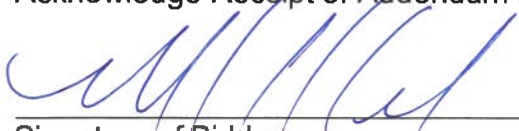
1. Maintenance Bond document.

Dated at Gardner, Kansas this November 18, 2020.

  
 Utilities Manager

**A COPY OF THIS ADDENDUM SHALL BE ATTACHED TO THE PROPOSAL.**

Acknowledge Receipt of Addendum by Bidder:


  
 Signature of Bidder Date

  
 Title

  
 Company Name





## MAINTENANCE BOND

PROJECT # WW1901

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### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as the "Principal," hereinafter referred to as "Contractor," and \_\_\_\_\_ as and hereinafter referred to as the "Surety," a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Kansas, are held and firmly bound unto the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITIONS OF THIS BOND are such that:

WHEREAS, Contractor has executed a written Agreement, including the Contract Documents, with City to construct certain improvements referred to as **BELT PRESS REPLACEMENT AT KILL CREEK WRRF, WW1901**, more particularly described in the Agreement and the Contract Documents dated \_\_\_\_\_, 20\_\_\_\_, the Agreement and the Contract Documents are made a part hereof by reference as if fully set out herein.

The Contractor, upon completion of the Agreement and upon acceptance by the City of Gardner, in accordance with the Contract Documents, approved plans and specifications with no unacceptable deviations thereof, has agreed to guarantee and maintain the construction and installation, including all materials and workmanship, for the period of two years beginning on the date that each City so accepts said work, said date being the formal acceptance date.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Agreement or other Contract Documents, Specifications and Plans, to the work to be performed thereunder, or the specifications accompanying the same, shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specification. Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after twenty-four (24) months from the completion of said public improvements.

NOW, THEREFORE, if Contractor has constructed and completed or caused to be constructed and completed the entire improvement in strict compliance with the Agreement and Contract Documents, including all documents incorporated therein, between City and Contractor, and all applicable laws, rules, and regulations such as, but not limited to, those set forth in the Code of the

City including the Minimum Standards for the Design and Construction of Streets, Sanitary Sewers, Water Lines, and Storm Drainage Improvements, completed to the satisfaction of the City Engineer and with such materials and in such manner that the same shall endure without need of repairs or maintenance for a period of (2) two years from and after the completion and acceptance by City's governing Body; and if said improvement shall actually endure without the need of repairs or maintenance for the period of (2) two years from and after the completion and acceptance thereof as aforesaid, then this obligation shall be null and void.

PROVIDED, that if the improvement requires repairs or maintenance within such (2) two year period then this obligation shall remain in full force and effect and Contractor and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in collection of this Maintenance Bond.

PROVIDED, FURTHER, that if said Contractor fails to duly and faithfully guarantee and maintain said work, the Surety will pay for the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[SEAL]

\_\_\_\_\_  
[Contractor/Principal]

\_\_\_\_\_  
[Title]

[SEAL]

\_\_\_\_\_  
[Surety Company]

By:

\_\_\_\_\_  
[Attorney-in-fact]

By:

\_\_\_\_\_  
[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the bond.)

**UTILITY ADVISORY COMMISSION STAFF REPORT**

**DISCUSSION ITEM #1**

**MEETING DATE: JANUARY 7, 2021**

**STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:** Project Updates – Hillsdale Water Treatment Plant Expansion

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**Background:**

Staff will discuss the current developments of the Hillsdale Water Treatment Plant expansion project.

**UTILITY ADVISORY COMMISSION STAFF REPORT**

**DISCUSSION ITEM #2**

**MEETING DATE: JANUARY 7, 2021**

**STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:** 2020 4<sup>th</sup> Quarter Electric Outage Report

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**Background:**

Electric staff responded to 11 outages affecting 128 customers:

- 5 caused by equipment failures,
- 1 caused by animals,
- 5 caused by other reasons.

The average workday response time was 18 minutes and the average workday length of outage was 1 hour and 30 minutes.

The average after-hours response time was 43 minutes and the average after-hours length of outage was 1 hour and 36 minutes.

The overall average response time was 31 minutes and the overall average length of outage was 1 hour and 21 minutes.

**Attachment Included:**

- 2020 4<sup>th</sup> Quarter Electric Outage Report



Electric Outage Summary

Report Dates Between 10/1/2020 and 12/30/2020

12/30/2020

EQ - Equipment, TR - Trees, AN - Animals, SM - Storms, DO - Damage By Others, OT - Other

3:38 PM

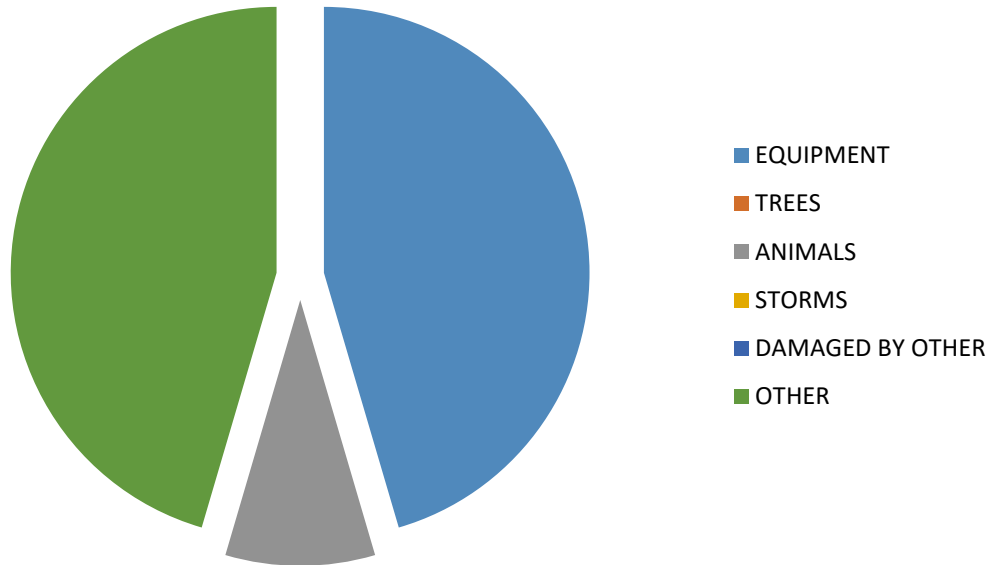
WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause	
20201008-007	333 N CHERRY ST	10/7/2020	1:00 pm	10/7/2020	1:10 pm	10/7/2020	1:40 pm	1	Power Out	Repair meter can for Nextgrid Next-gen	0:10	0:40	0	EQ	
20201012-011	414 N EVERGREEN ST	10/10/2020	8:01 am	10/10/2020	8:41 am	10/10/2020	9:00 am	50	Power Out	No power, fuse down.	0:40	0:59	4.0	AN	
20201012-012	18528 SYCAMORE CT	10/10/2020	12:57 pm	10/10/2020	1:07 pm	10/10/2020	1:15 pm		Needs Service	Customer concerned about box in yard with exposed wires. It was a cable box.	0:10	0:18	2.0	OT	
20201015-008	416 S PUMPKIN RIDGE CIR	10/15/2020	8:38 am	10/15/2020	8:48 am	10/15/2020	9:05 am	1		Help repair meter can for Nexgrid/ Next-gen	0:10	0:27	2.0	EQ	
20201103-005	310 N ALDER ST	11/2/2020	6:00 pm	11/2/2020	6:15 pm	11/2/2020	6:46 pm	1	Power Out	several breakers were turned off, for several days. this was an elderly woman. and she might have been out for several days. Jim	0:15	0:46	1.0	OT	
20201113-011	413 MULBERRY ST	11/12/2020	12:52 pm	11/12/2020	1:00 pm	11/12/2020	3:46 pm	68	Power Out		0:08	2:54	18.0	EQ	
20201113-015	326 NASHUA DR	11/10/2020	6:03 pm	11/10/2020	6:34 pm	11/10/2020	6:45 pm	1	Power Out	Customer breaker tripped at pedestal..	0:31	0:42	2.0	OT	
20201130-009	840 W MAIN ST	11/28/2020	4:05 am	11/28/2020	6:15 am	11/28/2020	6:25 am	0	Needs Service	Jody borrowed one of our service trucks to change out traffice light at the intersection of Main & Moonlight.	2:10	2:20	0	OT	
20201203-005	640 S ELM ST	12/3/2020	12:21 am	12/3/2020	12:50 am	12/3/2020	12:55 am			Pull meter due to house fire.	0:29	0:34	2.0	OT	
20201209-007	E SHAWNEE ST	12/8/2020	4:59 pm	12/8/2020	5:30 pm	12/8/2020	6:25 pm	3	Customer Side Issue		0:31	1:26	1.0	EQ	
20201209-008	E SHAWNEE ST	12/8/2020	8:46 pm	12/8/2020	9:15 pm	12/9/2020	12:30 am	3	Power Out		0:29	3:44	7.0	EQ	
Totals:								128							39.0

6 After Hours Average		0:43	1:36	Cause Totals	
5 Workday Average		0:18	1:03	EQ	5
11 Average		0:31	1:21	TR	0
				AN	1
				SM	0
				DO	0
				OT	5

## 2020 Electric Outages

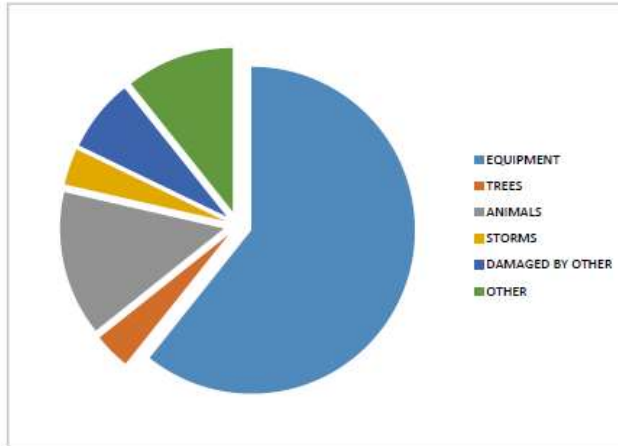
EQUIPMENT	TREES	ANIMALS	STORMS	DAMAGED BY OTHER	OTHER	TOTAL
5	0	1	0	0	5	11

4Q2020



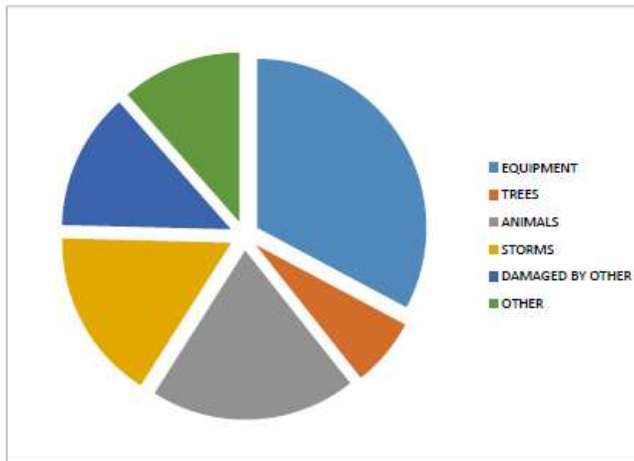
### 2018 Electric Year End Outages

EQUIPMENT	TREES	ANIMALS	STORMS	DAMAGED BY OTHER	OTHER	TOTAL
17	1	4	1	2	3	28



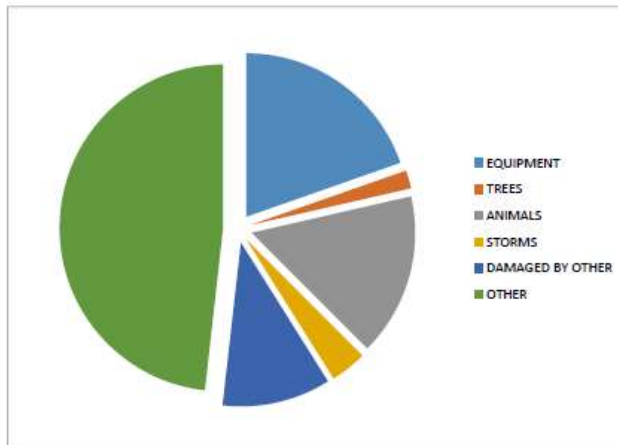
### 2019 Electric Year End Outages

EQUIPMENT	TREES	ANIMALS	STORMS	DAMAGED BY OTHER	OTHER	TOTAL
20	4	12	10	8	7	61



### 2020 Electric Year End Outages

EQUIPMENT	TREES	ANIMALS	STORMS	DAMAGED BY OTHER	OTHER	TOTAL
11	1	9	2	6	27	56



**UTILITY ADVISORY COMMISSION STAFF REPORT****DISCUSSION ITEM #3****MEETING DATE: JANUARY 7, 2021****STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:** 2020 4<sup>th</sup> Quarter Wastewater Collection Repairs Report

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**Background:**

Line maintenance staff completed 6 sanitary sewer line repairs affecting 6 customers:

- 1 due to grease;
- 4 due to residents' issues; and
- 1 due to other reasons.

The average workday response time was 4 hours and 28 minutes and the average workday repair time was 6 hours.

The average after hours response time was 25 minutes and the average after hours repair time was 40 minutes.

The overall average response time was 3 hours and 48 minutes. The overall average repair time was 5 hours and 7 minutes.

**Attachment Included:**

- 2020 4<sup>th</sup> Quarter Wastewater Collection Repairs Report

Sewer Repair Summary

Report Dates Between 10/1/2020 and 12/30/2020

12/30/2020

GR - Grease, RT - Roots, LS - Line Sag, DB - Debris, LF - Line Failure, O - Damage By Others, RI - Residents Issue, OT - Other

3:51 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20201023-008	813 N SUMAC ST	10/22/2020	10:00 am	10/23/2020	7:30 am	10/23/2020	10:00 am	1		Customer called and complained that her driveway is settling because of city sewer main. Clean and camera sewer main to confirm no problems. Explained to customer our sewer main had no issues.	21:30	24:00	10.0	RI
20201026-009	115 N WALNUT ST	10/25/2020	10:50 pm	10/25/2020	11:15 pm	10/25/2020	11:30 pm	1	Backup	went out and checked upstream 23SE06 and 23SE05 downstream manhole had normal flow. Talked to resident explained we had normal flow. Customer understood.	0:25	0:40	0.5	RI
20201113-016	410 N EVERGREEN ST	11/10/2020	11:00 am	11/10/2020	11:10 am	11/10/2020	12:10 pm	1		Cleaning lines From MH24SE60 to MH24SE61 runnining @ 900 PSI customer complained of blowing pipes apart at 410 N Evergreen spoke to resident and gave them a packet.	0:10	1:10	1.0	
20201207-015	ZACHARY DR	12/7/2020	11:00 am	12/7/2020	11:15 am	12/7/2020	1:30 pm	1	Backup	Sewer backup lot 299. Arrived at lot 299 at 11:15am found MH30NE05 backed up at 11:20am entered MH30NE04 hit blockage 5ft in. Line drained down and had normal flow at 11:40am. After we had normal flow finished jetting the line 310ft total distance. Found grease and rags caused the blockage.	0:15	2:30	7.5	GR
20201214-010	248 W GRAND ST	12/14/2020	8:00 am	12/14/2020	8:15 am	12/14/2020	9:00 am	1	Backup	Inspect MH for possible back up 12/14/20 Flow was in manholes. Talked to resident and told her our side had normal flow. Resident understood.	0:15	1:00	2.0	RI
20201215-014	18337 MIMOSA CT	12/15/2020	11:20 am	12/15/2020	11:30 am	12/15/2020	12:40 pm	1	Odor	Customer called in complaining of sewer gas smell. Spoke With resident about odor and maintenance of P-trap's also checked Sewer Main to make sure that there was no issue on city side.	0:10	1:20	1.0	RI
Totals:								6					22.0	

Sewer Repair Summary

Report Dates Between 10/1/2020 and 12/30/2020

12/30/2020

GR - Grease, RT - Roots, LS - Line Sag, DB - Debris, LF - Line Failure, O - Damage By Others, RI - Residents Issue, OT - Other

3:51 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
										1	After Hours Average	0:25	0:40	Cause Totals
										5	Workday Average	4:28	6:00	GR1
										6	Average	3:48	5:07	RT0
														LF0
														LS0
														O0
														DB0
														RI4
														OT1.00

## 2020 Sewer Repair Report

GREASE	ROOTS	LINE SAG	DEBRIS	LINE FAILURE	RESIDENTS' ISSUE	OTHER	TOTAL
1	0	0	0	0	4	1	6

4Q 2020



### 2018 Sewer Repair Report

GREASE	ROOTS	Damage by Others	DEBRIS	LINE FAILURE	RESIDENTS' ISSUE	OTHER	TOTAL
0	2	1	0	1	0	4	8



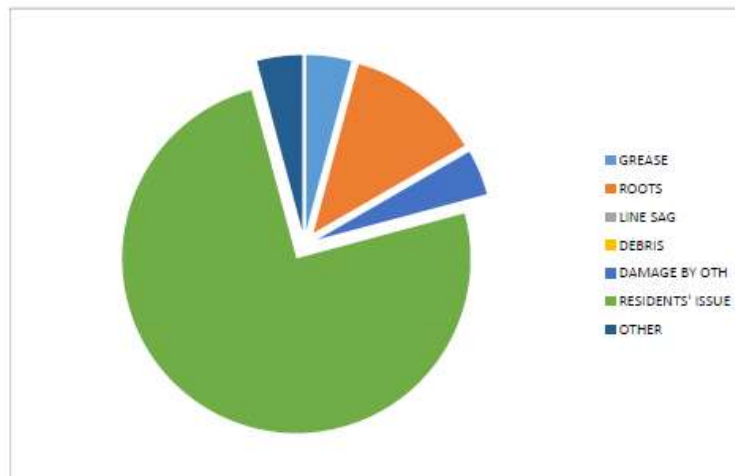
### 2019 Sewer Year End Repair Report

GREASE	ROOTS	Damage by Others	DEBRIS	LINE FAILURE	RESIDENTS' ISSUE	OTHER	TOTAL
0	3	3	0	1	0	7	13



### 2020 Sewer Year End Repair Report

GREASE	ROOTS	LINE SAG	DEBRIS	DAMAGE BY OTH	RESIDENTS' ISSUE	OTHER	TOTAL
1	3	0	0	1	18	1	24





**UTILITY ADVISORY COMMISSION STAFF REPORT****DISCUSSION ITEM #4****MEETING DATE: JANUARY 7, 2021****STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:** 2020 4<sup>th</sup> Quarter Water Distribution Repairs Report

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**Background:**

Line maintenance staff completed 47 water distribution service repairs affecting 147 customers:

- 11 due to line failure,
- 2 due to valve failure,
- 8 due to damages by others,
- 24 due to residents' issues, and
- 2 due to other issues.

The average workday response time was 8 hours and 52 minutes and the average workday repair time was 8 hours and 7 minutes.

The average after-hours response time was 19 minutes and the average after-hours repair time was 2 hours and 9 minutes.

The overall average response time was 5 hours and 36 minutes and the overall average repair time was 5 hours and 50 minutes.

**Attachment Included:**

- 2020 4<sup>th</sup> Quarter Water Distribution Repairs Report

Water Distribution Repair Summary

Report Dates Between 10/1/2020 and 12/30/2020

12/30/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

4:18 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20201006-014	16710 PRATT ST	10/6/2020	12:45 pm	10/6/2020	1:00 pm	10/6/2020	6:00 pm	1	Leak	Repair service leak. Dug up and found two pinholes in copper.	0:15	5:15	13.5	LF
20201007-005	1199 E SANTA FE ST	10/7/2020	10:00 am	10/7/2020	10:25 am	10/7/2020	11:30 am	1	Leak	customer called in possible water leak @ lot # 290. went out pumped out meter pit put listener on meter did not hear any thing. spoke to customer, explained our side had no issues.	0:25	1:30	1.0	RI
20201007-006	1199 E SANTA FE ST	10/7/2020	8:35 am	10/7/2020	9:00 am	10/7/2020	9:30 am	1	Leak	resident called in leak on her side. Arrived and turned water off. lot#29	0:25	0:55	0.5	RI
20201013-007	S MULBERRY ST	10/13/2020	8:00 am	10/13/2020	8:30 am	10/13/2020	9:30 am	1		Check meter pit grade, raise if needed. dug up and put back on right.	0:30	1:30	2.0	O
20201016-017	1199 E SANTA FE ST	10/16/2020	12:00 pm	10/16/2020	12:30 pm	10/16/2020	1:00 pm	1	Leak	Maintenance guy at Conestoga called in a possible leak at lot 290. went out and pumped water out of pit. listened to service and took a chlorine sample and found nothing leaking and no chlorine in water.	0:30	1:00	2.0	RI
20201019-012	208 S MEADOWBROOK CIR	10/22/2020	8:00 am	10/22/2020	8:30 am	10/22/2020	9:00 am	1	Leak	Leak- Would like to know if it's on the city's side or resident's. Please call Vicky Snyder- 913-605-8544. spoke to resident and told her that the leak was on her side.	0:30	1:00	2.0	RI
20201019-014	221 E SHAWNEE ST	10/19/2020	1:01 am	10/19/2020	1:30 am	10/19/2020	1:40 am	1		resident needed water turn off had leak in house.	0:29	0:39	2.0	RI
20201019-015	137 W BRITTANY CT	10/19/2020	4:45 am	10/19/2020	5:20 am	10/19/2020	2:00 pm	35	Main Break	went and dug up found hole in water line repair with 6x12 repair clamp.	0:35	9:15	23.0	LF
20201019-016	137 W BRITTANY CT	10/19/2020	4:39 am	10/19/2020	5:15 am	10/19/2020	5:30 am	35	Main Break	Upon arrival see water coming through street. called in locate to repair.	0:36	0:51	1.0	LF
20201029-006	532 E APACHE ST	10/27/2020	4:45 pm	10/28/2020	8:00 am	10/28/2020	9:00 am	1		CUSTOMER CALLED IN WITH LOW PRESSURE. CHECKED PRESSURE AT OUTSIDE FAUCET. 48PSI AND 5GPM @ 10PSI TALKED TO CUSTOMER ON SITE.	15:15	16:15	2.0	RI

Water Distribution Repair Summary

Report Dates Between 10/1/2020 and 12/30/2020

12/30/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

4:18 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20201105-007		11/5/2020	9:15 am	11/5/2020	9:30 am	11/5/2020	10:00 am	1	Leak	19880 S Gardner Rd. went out checked frost free hydrant it had 65 psi and 16 gallons a min. Found out it's not a Gardner service. spoke whit tim water 7 its their service. customers issue.	0:15	0:45	1.0	RI
20201106-012	16530 GARDNER RD	11/6/2020	9:30 am	11/6/2020	10:00 am	11/6/2020	11:00 am	1	Leak	Water running down curb. checked valve and hydrant couldn't hear anything. checked meter and service line is leaking on the customer side of meter. Shut off the meter per Karen and she had meter reader tag door to notify customer.	0:30	1:30	2.0	RI
20201109-009	16530 GARDNER RD	11/7/2020	7:37 am	11/7/2020	7:46 am	11/7/2020	8:03 am	1	No Service	Resident called to have his water turned on so that he could find leak and water his cattle. resident also stated that he had spoke to a plumber and they would be there to day.	0:09	0:26	0.5	LF
20201109-010	314 E MAIN ST	11/7/2020	2:02 pm	11/7/2020	2:10 pm	11/8/2020	12:30 am	1	Leak	Contractors hit water service while boring new conduit. replace meter, setter, pit, 25' of copper . W. G. Construction (816) 824-5983	0:08	10:28	27.5	O
20201112-006	417 E MAIN ST	11/10/2020	4:15 pm	11/10/2020	4:25 pm	11/10/2020	4:45 pm	1	Leak	Got called to check residents service because they called about they're water bill was high i checked the meter and didn't find a leak or the leak detector moving. Explained to customer our side had no issues.	0:10	0:30	0.5	RI
20201112-007	E SANTA FE ST	11/12/2020	11:30 am	11/12/2020	11:40 am	11/12/2020	12:40 pm	1	Water Quality	Conestoga Lot 335 called in about cloudy water. Checked water it looked good. Flushed 2,000 gallons from the hydrant anyways. Talked with customer explained no issues on our side, customer understood.	0:10	1:10	0	RI
20201112-009	714 N ALDER ST	11/12/2020	1:00 pm	11/12/2020	1:15 pm	11/12/2020	1:45 pm	1	Water Quality	Customer called in saying he has water pressure issues. Jason 913 238-8761 60 Psi at house and 8 GPM water was clear.	0:15	0:45	1.0	RI

Water Distribution Repair Summary

Report Dates Between 10/1/2020 and 12/30/2020

12/30/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

4:18 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20201113-008	229 N CHERRY ST	11/13/2020	7:00 am	11/13/2020	7:15 am	11/13/2020	7:45 am	1		Customer called in possible water service leak. the water is coming from their sump pump.	0:15	0:45	2.0	RI
20201113-013	417 E MAIN ST	11/13/2020	7:00 am	11/13/2020	7:15 am	11/13/2020	8:00 am	1	Leak	Customer says her bill was high and wanted someone to check for a leak. found nothing Ted talked to customer. Follow up from 11/10/20 call-out	0:15	1:00	2.0	RI
20201118-008	629 E DOGWOOD ST	11/13/2020	2:00 pm	11/13/2020	2:15 pm	11/13/2020	2:30 pm	1		CUSTOMER CALLED IN POSSIBLE LEAK. CHECKED AND WATER WAWS COMING FROM AROUND GUTTERING UP BY HOUSE. LISTENED TO SERVICE AND VALVES COULDN'T HEAR ANYTHING PROBLEM IS CUSTOMER ISSUE. TALKED TO CUSTOMER ON SITE.	0:15	0:30	1.0	RI
20201119-011	28342 W 164TH ST	11/19/2020	10:00 am	11/19/2020	10:30 am	11/19/2020	12:00 pm	1	Leak	BRENTON (913)313-1125 CALLED IN ABOUT WATER IN HIS YARD. UPON INVESTIGATING FOUND SERVICE LINE LEAKING ON CITY SIDE OF METER CALLED IN LOCATES. Notified customer that repairs will begin 11/24/20 at 8am.	0:30	2:00	3.0	LF
20201123-010	28342 W 164TH ST	11/24/2020	7:00 am	11/24/2020	7:30 am	11/24/2020	1:30 pm	1	Leak	Water service leak repair. 11/24/20 dug up and found pin hole in copper. repaired with 10' poly went to water main.	0:30	6:30	18.0	LF
20201202-010	636 S OAK ST	12/1/2020	7:25 pm	12/1/2020	7:40 pm	12/1/2020	8:00 pm	1	No Service	Contractor forgot to turn water back on after installing new smart water meter. Turned water back on at the satter.	0:15	0:35	0.5	O
20201203-007	414 N SPRUCE ST	12/3/2020	8:30 am	12/3/2020	8:45 am	12/3/2020	9:30 am	1	Leak	Karen Steven Michael called in and said the setter shut off has a possible leak. went out and investigate to confirm.spoke resident and told them repairs will be done on 12/7/20.	0:15	1:00	2.0	VF

Water Distribution Repair Summary

Report Dates Between 10/1/2020 and 12/30/2020

12/30/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

4:18 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20201207-009	31171 W 166TH ST	12/4/2020	3:30 pm	12/4/2020	3:50 pm	12/4/2020	4:30 pm	1	Leak	Called out to check for service leak. Arrived found service was leaking on our side. Talked with customer and notified him that repairs will begin 12/7/20 at 7:30 am. Customer understood.	0:20	1:00	1.0	LF
20201207-010	31171 W 166TH ST	12/4/2020	3:30 pm	12/7/2020	7:30 am	12/7/2020	5:30 pm	1	Leak	Water service leak repair. Scheduled from call out on 12/4/2020. Dug up and found pinhole in copper under road, repaired with 60' poly and tracer wire.	64:00	74:00	28.0	LF
20201208-007	414 N SPRUCE ST	12/3/2020	8:30 am	12/7/2020	8:45 am	12/7/2020	9:45 am	1	Leak	went out and dug up meter pit and replaced shut off valve on setter.	96:15	97:15	2.0	VF
20201209-012	748 E PINEWOOD ST	12/9/2020	8:00 am	12/9/2020	8:15 am	12/9/2020	9:00 am	1	Leak	Setter nut wasnt tightened up properly by contractors when they installed the new smart meter. Tightened up setter nut.	0:15	1:00	1.5	O
20201209-013	730 E LINCOLN LN	12/9/2020	9:00 am	12/9/2020	9:15 am	12/9/2020	10:00 am	1	Water Quality	Apartment C customer complained of cloudy water after contractor installed new smart meter. Checked water at the setter, it was clear. Flushed 1,000 gals from hydrant #24SEH15. Knocked on door to talk with customer but no answer.	0:15	1:00	1.0	RI
20201209-014	526 S LOCUST ST	12/9/2020	11:30 am	12/9/2020	11:45 am	12/9/2020	12:00 pm	1	Leak	Check for possible leak. Upon arrival found that customer had a leak on thier side of the water service. Talked to customer and he understood. Left the water turned off at the setter and customer was calling a plumber.	0:15	0:30	2.0	RI
20201211-009	312 S OAK ST	12/10/2020	10:16 pm	12/10/2020	10:21 pm	12/10/2020	10:30 pm	1		Resident called black stuff and air coming out of the faucets. I called her and told her run water for 15 min. There were no further problems.	0:05	0:14	0	RI
20201214-009	838 E SADDLEWOOD ST	12/11/2020	11:30 pm	12/11/2020	11:45 pm	12/12/2020	12:00 am	1	No Service	Turn water on at the setter due to contractor installing smart meters & forgot to turn water back on.	0:15	0:30	0.5	O

Water Distribution Repair Summary

Report Dates Between 10/1/2020 and 12/30/2020

12/30/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

4:18 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20201218-008	E MAIN ST	12/17/2020	1:00 pm	12/17/2020	1:10 pm	12/17/2020	4:02 pm	17	No Service	Turn water off/on for 417 E main St contractor repairing leak inside of Poncho's. Water off at 1:10pm Water turned back on 4:02pm	0:10	3:02	1.0	
20201218-020	15595 LAKE ROAD 4 ST	12/18/2020	12:00 pm	12/18/2020	12:15 pm	12/18/2020	2:15 pm	1		Meter reader turned in the shut off valve on the meter setter did not work. pulled the meter and plugged off setter to schedule for repair. This residence is currently empty.	0:15	2:15	2.0	O
20201221-012	504 S HICKORY ST	12/20/2020	5:12 pm	12/20/2020	5:20 pm	12/20/2020	10:30 pm	16	Leak	Water Main Break On 6" CIP @ 504 S. Hickory St. Used (1) 6x12 SS Wrap and flushed 5000 Gals	0:08	5:18	14.5	LF
20201221-013	1081 CIMARRON TRL	12/19/2020	1:21 pm	12/19/2020	1:30 pm	12/19/2020	2:01 pm	1	No Service	Caller complaint of no water. on arrival spoke with person that was cleaning trailer for new occupancy he assured me that water was to be turned on. after a quick inspection found meter to be in the off position. turned water on	0:09	0:40	1.0	RI
20201221-019	15595 LAKE ROAD 4 ST	12/18/2020	12:00 pm	12/21/2020	12:30 pm			1		Remove bad shut off on setter and replace with a new one. This residence is currently empty. Meter readers turned off setter and nticed the shut off doesnt work.	72:30		4.5	O
20201228-009	1199 E SANTA FE ST	12/26/2020	4:00 pm	12/26/2020	4:30 pm	12/26/2020	5:00 pm	1	No Service	Resident called in no water. went out and checked and found customer had a leak on customer side. No issues on our side, customer understood.	0:30	1:00	1.0	RI
20201228-010	100 W PAWNEE LN	12/28/2020	10:00 am	12/28/2020	10:30 am	12/28/2020	2:30 pm	1	Leak	Contractors installing new smart meters called in that the pipe coming into the setter on our side is leaking. Found that contractors broke the setter shut off during smart meter installation.	0:30	4:30	12.0	O

Water Distribution Repair Summary

Report Dates Between 10/1/2020 and 12/30/2020

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WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20201228-013	28354 W 164TH ST	12/28/2020	11:00 am	12/28/2020	11:30 am	12/28/2020	12:00 pm	1	Odor	Customer complained of odor in her water. Checked water from her tap and didn't smell anything customer agreed there was no smell at that time. Flushed 3,000 gallons from fire hydrant. Found no issues on our side customer understood.	0:30	1:00	0.5	RI
20201228-016	840 E MAIN ST	12/28/2020	10:00 am	12/28/2020	10:30 am	12/28/2020	11:00 am	1		Karen called and said this address was using a large amount of water and asked if we could check for a possible leak. Checked meter, setter, as well as inside Patriots Bank. No issues found.	0:30	1:00	0.5	RI
20201229-007	N WALNUT ST	12/24/2020	8:10 am	12/24/2020	8:30 am	12/24/2020	9:00 am	1	Leak	Call out for possible leak. On arrival found water service at 525 N Walnut had a leak. It was a small leak so notified customers that repairs would begin Tuesday 12/29/20. Called in standard locates 12/24/20	0:20	0:50	0.5	LF
20201229-008	525 N WALNUT ST	12/28/2020	9:00 am	12/28/2020	9:30 am	12/28/2020	4:00 pm	2	Leak	Water service was a bore across the street and was leaking under the road. Dug up and pulled a new service line from the main to the services across the street. Hit water service at 514 N Walnut while digging. made repair to that service also. This was a follow up on a leak that was scheduled for repairs on 12/29/20 but leak got worse and had to repair on 12/28/20.	0:30	7:00	22.5	LF
20201229-009	E MAIN ST	12/24/2020	1:37 pm	12/24/2020	1:54 pm	12/24/2020	3:00 pm	1	Main Break	Resident at 417 e. main St. said she had water coming out of her pit and running down the St. On arrival pumped water out of meter pit, saw leak on customers side. Explained to customer that leak was on her side, customer understood.	0:17	1:23	1.0	RI

Water Distribution Repair Summary

Report Dates Between 10/1/2020 and 12/30/2020

12/30/2020

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4:18 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20201229-010	287 W COLLEEN CT	12/25/2020	7:15 am	12/25/2020	7:45 am	12/25/2020	8:15 am	1		Resident called about no water in the house. On arrival checked setter pulled meter to make sure we had water coming through our side, we did. Checked the water meter it was good. Talked to customer explained everything on our side was good. Customer understood.	0:30	1:00	0.5	RI
20201229-012	937 E COTTAGE CREEK DR	12/25/2020	11:23 am	12/25/2020	11:55 am	12/25/2020	12:30 pm	1	Leak	Resident called about water leaking in basement wanted water turned off. On arrival checked leak detection needle on meter and it was not spinning. Explained to resident that she had no leak on her side. Our side was not leaking either. Customer saw water on her basement floor and that's why she called.	0:32	1:07	0.5	RI
20201230-009	28603 W 162ND ST	12/30/2020	7:30 am	12/30/2020	8:00 am	12/30/2020	10:00 am	1	Leak	Went out and checked found frozen meter and check valve. Replaced setter and installed a new smart meter.	0:30	2:30	6.0	

Totals:	147												214.0	
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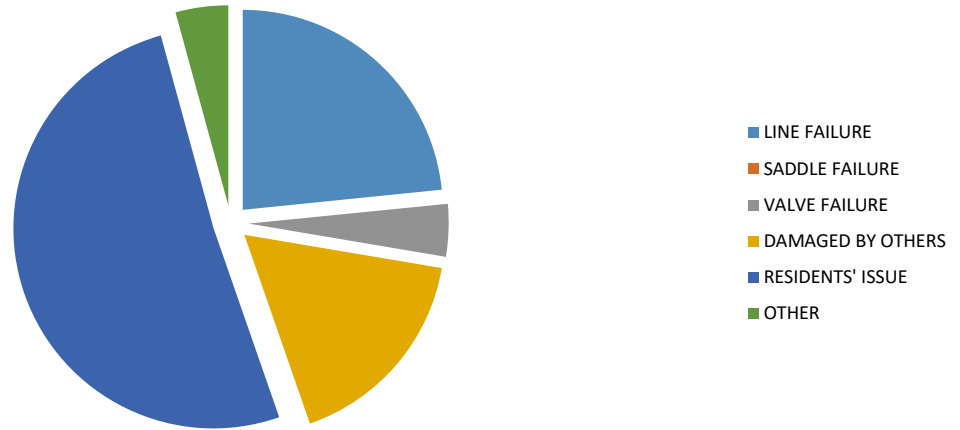
18	After Hours Average	0:19	2:09	Cause Totals	
29	Workday Average	8:52	8:07	LF	11
47	Average	5:36	5:50	SF	0
				VF	2
				RCF	0
				O	8
				RI	24
				OT	2.00



## 2020 Water Repair Report

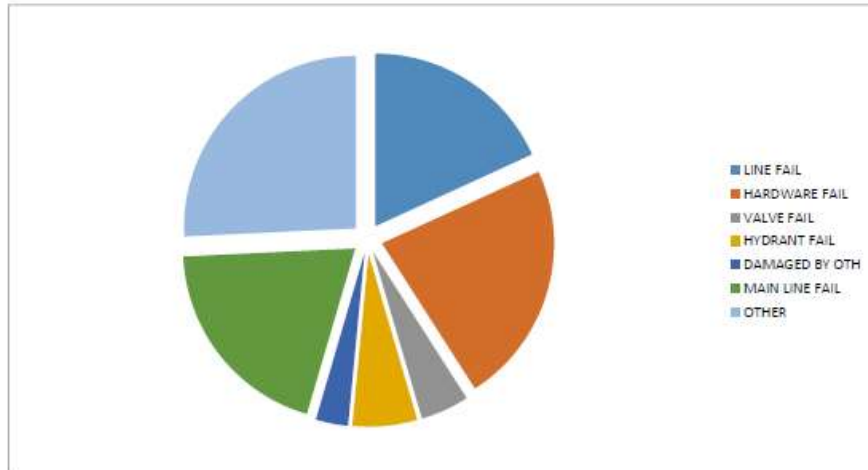
LINE FAILURE	SADDLE FAILURE	VALVE FAILURE	DAMAGED BY OTHERS	RESIDENTS' ISSUE	OTHER	TOTAL
11	0	2	8	24	2	47

4Q 2020



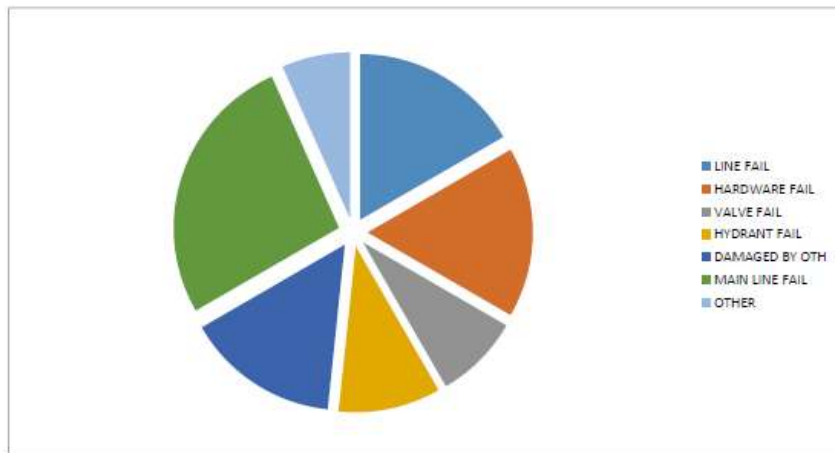
### 2018 Year End Water Repair Report

LINE FAIL	HARDWARE FAIL	VALVE FAIL	HYDRANT FAIL	DAMAGED BY OTH	MAIN LINE FAIL	OTHER	TOTAL
12	15	3	4	2	13	17	66



### 2019 Year End Water Repair Report

LINE FAIL	HARDWARE FAIL	VALVE FAIL	HYDRANT FAIL	DAMAGED BY OTH	MAIN LINE FAIL	OTHER	TOTAL
10	10	5	6	9	16	4	60



### 2020 Year End Water Repair Report

LINE FAIL	HARDWARE FAIL	VALVE FAIL	HYDRANT FAIL	DAMAGED BY OTH	RESIDENTS' ISSUE	OTHER	TOTAL
28	0	7	0	21	78	5	139

